AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, May 21, 2024, 10:30 AM

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

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

   May 14, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Ebony Tabb for a waiver of the Noise Ordinance at Tricentennial Park on July 4, 2024, from 10:00 a.m. - 7:00 p.m. (District 1).

   Request of Elizabeth Ervin for a waiver of the Noise Ordinance at James Seals Park on May 25, 2024, from 3:00 p.m. - 6:00 p.m. (District 2).

   Request of Elijah Splitt for a waiver of the Noise Ordinance at Cathedral Square on May 25, 2024, from 7:00 p.m. - 10:00 p.m. (District 2).

   Request of Aarif Bradley for a waiver of the Noise Ordinance at Cathedral Square on May 26, 2024, from 10:00 a.m. - 2:00 p.m. (District 2).

   Request of Tammy Burchfield for a waiver of the Noise Ordinance at 1410 Government Street on May 31, 2024, from 5:00 p.m. - 10:00 p.m. (District 2).

   Request of Lionel McDonald for a waiver of the Noise Ordinance at 554 Marine Street, Apt. B, on June 1, 2024, from 3:00 p.m. - 8:00 p.m. (District 2).

Request of Nakia Hollis for a waiver of the Noise Ordinance at 2705 Griffith Circle on May 25, 2024, from 6:30 p.m. - 11:00 p.m. (District 3).

Request of Mobile Symphonic Pops Band for a waiver of the Noise Ordinance at Medal of Honor Park on May 25, 2024, from 7:00 p.m. - 9:00 p.m. (District 6).

Request of Catherine Taylor for a waiver of the Noise Ordinance at Medal of Honor Park on June 1, 2024, from 6:00 a.m. - 10:00 a.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to consider modification of a previously approved Planned Unit Development for property located at 145, 151, 176, 195, 350, and 400 Dunlap Drive (District 2).

Public hearing to declare the structure at 601 Titi Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 550 Williams Street a public nuisance and order it demolished (District 2)

Public hearing to declare the structure at 2859 Ralston Road a public nuisance and order it demolished (District 5).

Public hearing to fix costs for demolition of the structure at 1324 Jessie Street; $,2800.00 (District 1).

Public hearing to fix costs for demolition of the structure at 609 S. Wilson Avenue; $10,000.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1163 Ghent Street; $2,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1555 Plover Street; $3,800.00 (District 2).

Public hearing to fix costs for demolition of the structure at 515 Yukers Street; $2,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1567 Robert E. Lee Street; $3,200.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1575 Robert E. Lee Street; $2,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 1353 Windsor Avenue; $2,000.00 (District 3).

Public hearing to fix costs for securing of the structure at 5450 Coca Cola Road; $24,475.00 (District 4).

Public hearing to fix costs for demolition of the structure at 7272 14th Street; $3,200.00 (District 7).

Public hearing to consider the application of Nasia Pope for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Lisa Teggart - Questions about who received money from the opioid settlement funds. How can she apply?

Katie Herndon - Enforcement of City Ordinances in Historic Districts.

Sabrina Mass - Questions about the Kenyen Brown report.

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

Ashley Harrison - Mental health, crime, homelessness, tasers, ballistic body armor and Shot Spotter.

12. ORDINANCES HELD OVER

64-030 Rezone property located at 1100 Spring Hill Avenue from R-2, B-1, and B-3 to B-3 (sponsored by Councilmember Carroll).

64-031 Consider modification of a previously approved Planned Unit Development for property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard (sponsored by Councilmember Daves).

64-033 Consider a modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street (sponsored by Councilmember Gregory).

13. CONSENT RESOLUTIONS HELD OVER

40-235 Declare the structure at 550 Osage Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

01-428 Authorize extension of purchase and sale agreement for 720 Museum Drive (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

08-429 Approve purchase order to CDW Government, LLC for annual subscription renewal for network protection software for MIT; $36,502.05 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-430 Approve purchase order to Clyde Armory, Inc. for 12-gauge shotguns for MPD; $18,964.50 (sponsored by Mayor Stimson) (submitted by John Paine, Purchasing Dept.).

08-431 Approve purchase order to GT Distributors of Georgia, Inc. for 9mm pistols for MPD; $28,630.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-432 Approve purchase order to Millcreek Manufacturing for field top dresser for Parks Dept.; $38,495.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-433 Approve purchase order to Sunbelt Fire, Inc. for fire bunker gear for MFRD; $170,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-434 Authorize contract with Double AA Construction Company, LLC for reroofing for Toulminville Library; $759,500.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-435 Authorize Covenant of Purpose, Use, and Ownership with the U.S. Department of the Treasury for the Africatown Welcome Center (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. ORDINANCES BEING INTRODUCED

64-034 Consider modification of a previously approved Planned Unit Development for property located at 145, 151, 176, 195, 350, and 400 Dunlap Drive (sponsored by Councilmember Carroll).

34-035 Ordinance to amend Chapter 34 "Licenses and Taxation" of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Rick Moore, Finance Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-437 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Southeastern Combat Championships; 7701 Hitt Road (sponsored by Councilmember Woods).

40-438 Declare the structure at 601 Titi Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-439 Declare the structure at 550 Williams Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-440 Declare the structure at 2859 Ralston Road a public nuisance and order it demolished (sponsored by Councilmember Daves).

40-441 Fix costs for demolition of the structure at 1324 Jessie Street (sponsored by Councilmember Penn).

40-442 Fix costs for demolition of the structure at 609 S. Wilson Avenue (sponsored by Councilmember Penn).

40-443 Fix costs for demolition of the structure at 1163 Ghent Street (sponsored by Councilmember Carroll).

40-444 Fix costs for demolition of the structure at 1555 Plover Street (sponsored by Councilmember Carroll).

40-445 Fix costs for demolition of the structure at 515 Yukers Street (sponsored by Councilmember Carroll).

40-446 Fix costs for demolition of the structure at 1567 Robert E. Lee Street (sponsored by Councilmember Small).

40-447 Fix costs for demolition of the structure at 1575 Robert E. Lee Street (sponsored by Councilmember Small).

40-448 Fix costs for demolition of the structure at 1353 Windsor Avenue (sponsored by Councilmember Small).

40-449 Fix costs for securing of the structure at 5450 Coca Cola Road (sponsored by Councilmember Reynolds).

40-450 Fix costs for demolition of the structure at 7272 14th Street (sponsored by Councilmember Gregory).

60-451 Approve award of special bonus to the Firefighter of the Month; Allman (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).

60-452 Approve award of special bonus to the Officer of the Month; Kriss (sponsored by Mayor Stimpson) (submitted by Interim Chief William Jackson, MPD).

60-453 Determine an appropriation to West Side Athletic Association of Mobile, AL, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted Donna Bryars, Accounting Dept.).

37-470 Recommend approval to the ABC Board for issuance of a Special Retail More than 30 Days License to Ovations Food Services; Civic Center (sponsored by Councilmember Carroll).

37-471 Recommend approval to the ABC Board for issuance of a Special Retail More than 30 Days License to Ovations Food Services; Convention Center (sponsored by Councilmember Carroll).

37-472 Recommend approval to the ABC Board for issuance of a Special

Retail More than 30 Days License to Ovations Food Services; Saenger Theatre (sponsored by Councilmember Carroll).

17. CIP RESOLUTIONS BEING INTRODUCED

08-454 Approve purchase order to Dennis Aluminum Products for decorative aluminum signposts for Parks Dept.; $16,660.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-455 Transfer funds from Capital Project Greenway Trail to Grant Fund Greenway Trail; $200,000.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-456 Authorize contract with H & H Electric Company, Inc. for electrical upgrades to Azalea City Golf Course irrigation pump facility; $49,880.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-457 Authorize agreement with Community of Mobile, Inc. for CIP Old Shell Road Overpass (D1) $250,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

01-458 Amend agreement with First Transit, Inc. for management of Wave Transit, Inc.; $3,011,631.00 (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

08-459 Approve purchase order to Autonation Ford Mobile for 5 Ford Bronco SUVs for Municipal Enforcement; $151,450.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-460 Approve purchase order to Dana Safety Supply, Inc. for 18 Chevrolet Tahoe SUVs for MFRD; $180,746.64 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-461 Approve purchase order to Graybar Electric Co., Inc. for 100 luminaires for Traffic Engineering; $103, 208.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-462 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for 3 trash shuttle trucks; $342,114.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-463 Approve purchase order to Sansom Equipment Co., Inc. for street sweepers for Public Services; $665,156.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-464 Approve purchase order to Sunbelt Fire, Inc. for leather fire boots and

fire helmets for MFRD; $23,010.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-465 Approve purchase order to Truck Equipment Sales, Inc. for Ford F250 extended-cab trucks for Facilities Maintenance; $238,080.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-466 Authorize contract with John G. Walton Construction Company, Inc. for western Bayfront Resurfacing; $1,569,107.77 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21-467 Authorize contract with Courtney Nall-McCulley to provide psychological and fitness-for-duty evaluations; $20,000.00 per year (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

37-468 Consider the application of Nasia Pope for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service (submitted by Lisa C. Lambert, City Clerk).

60-473 Set the scope and topics for investigation into public allegations made by Mobile Police Chief Paul Prine and naming special counsel to conduct investigation (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

19. CALL FOR PUBLIC HEARINGS

41-469 Call for public hearing to assent to the vacation of a portion of a service road and right-of-way located at Knollwood Drive and Medical Park Drive (scheduled for June 25, 2024) (District 6).

20. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/16/2024 - 3:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/16/2024 - 1:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/13/2024 - 9:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/13/2024 - 9:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/16/2024 - 10:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/16/2024 - 11:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/13/2024 - 9:04 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/14/2024 - 1:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/16/2024 - 1:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/13/2024 - 9:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:12 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/16/2024 - 3:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/13/2024 - 8:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/16/2024 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/16/2024 - 11:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/16/2024 - 11:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/16/2024 - 1:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 3:01 PM

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

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

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

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 18°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°18'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

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

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

Adopted:

_____

Lisa Lambert, City Clerk

Striker's Club, Inc. (Kari Givens, Byrd Surveying, Inc, Agent)
1100 Spring Hill Avenue
Council District 2
William Carroll

41-333 **2024**

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: APR 09 2024

Lana Lagenbach
ASSISTANT City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1100 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 9, 2024**, a public hearing will be held on the **14th** day of **May, 2024**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 1100 Spring Hill Avenue from R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 18°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°18'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

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

Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of May, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1100 Spring Hill Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban 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. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 21, 2024 considered the request of **Striker's Club, Inc. (Kari Givens, Byrd Surveying, Inc, Agent)** for a change in zoning from **R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban District** for the property located at **1100 Spring Hill Avenue.**

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. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 25, 2024

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

Re: 1100 Spring Hill Avenue
ZON-UDC-002851-2024
Striker's Club, Inc., Subdivision
Kari Givens, Byrd Surveying, Inc.
District 2
Rezoning from Two-Family Residential Urban District (R-2), Buffer Business Urban District (B-1), and Community Business Urban District (B-3), to Community Business Urban District (B-3).

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

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

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Urban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   - The current development trends, if any, in the vicinity of the subject property;
   - Surrounding land uses;
   - Would adversely impact neighboring properties; or
   - Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Urban District, subject to the following conditions:

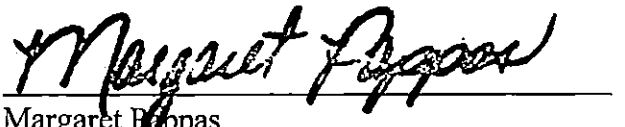
1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $325.66. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 1100 Spring Hill Avenue
ZON-UDC-002851-2024
Striker's Club, Inc. Subdivision
Kari Givens, Byrd Surveying, Inc.
District 2
Rezoning from Two-Family Residential Urban District (R-2), Buffer Business Urban District (B-1), and Community Business Urban District (B-3), to Community Business Urban District (B-3).

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 1100 Spring Hill Avenue
ZON-UDC-002851-2024
Striker's Club, Inc. Subdivision
Kari Givens, Byrd Surveying, Inc.
District 2
Rezoning from Two-Family Residential Urban District (R-2), Buffer Business Urban District (B-1), and Community Business Urban District (B-3), to Community Business Urban District (B-3).

Dear Property Owner(s):

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

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

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

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

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

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

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

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

ZON-UDC-002851-2024

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

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

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

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

---

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

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

	Owner	Design Professional
Name:	STRIKERS CLUB, INC.	
Firm:		
Phone:	251-367-0380	
Email:	stewartleonard06@gmail.com	
Address:	1100 SPRING HILL AVENUE, 36603	

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

1100 SPRING HILL AVENUE, MOBILE, AL 36603
Property Address

26106 SF
Property Area (acres or square feet)

KEY #00746438
Parcel Number(s) or Key Number(s)

R-2, B-1, B-3
Present Zoning or Transect District

B-3
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 2/16/24

Applicant or Agent Signature (if applicable) — Date: 2/15/24

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

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

Applicant or Agent Signature — Date: 2/15/24

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

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS SHOULD BE IN ALIGNMENT WITH THE COMPREHENSIVE PLAN SINCE THE SOUTHERN PORTION OF THE PROPERTY WAS DEVELOPED AND IN USE WHEN THE PLAN WAS CREATED.

   MIXED DENSITY RESIDENTIAL & TRADITIONAL MIXED USE CORRIDOR — Future Land Use Map (FLUM) Designation

   B-3 — Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THIS WILL PROVIDE ADDITIONAL OFF STREET PARKING.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   SEE NARRATIVE

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

1. Describe the current development trends in the area of the property.
   SEE NARRATIVE.

2. Describe the surrounding land uses.
   THE PROPERTY ON THE NORTH IS VACANT AND ZONED R-2. THE SOUTH 75% OF OUR WEST LINE IS ZONED B-3 AND THE REMAINDER IS ZONED R-2. ACROSS PINE STREET IS ZONED B-3. ACROSS SPRING HILL AVENUE IS ZONED B-3.

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

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

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS WILL PROVIDE ADDITIONAL OFF STREET PARKING.

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

N/A

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   JANUARY 25, 2024 AT 1100 SPRING HILL AVENUE, STRIKERS BUILDING

2. What information was presented at the meeting?
   DESCRIPTION OF REZONING LOTS IN THE REAR OF THE BUILDING FROM RESIDENTIAL TO BUSINESS. DESCRIPTION OF COMBINING ALL LOTS INTO A SINGLE SUBDIVISION. THE ULTIMATE GOAL DISCUSSED WAS TO ADD A PARKING LOT IN THE REAR OF THE BUILDING.

3. What concerns were raised during the meeting?
   NONE

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE 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: 2/8/24

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

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, 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: Leonard Stewart Date: 2/16/24

Leonard Stewart, President

Type name:	STRIKERS CLUB, INC.
Business Name:	
Address:	P. O. BOX 965
City, State, Zip Code:	MOBILE, AL 36601
Telephone: 251-367-0380	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: Leonard Stewart Date: 2/16/24

Leonard Stewart, President

Type name: STRIKERS CLUB, INC.

Use additional pages / copies of this form as needed.

DESCRIPTION AND JUSTIFICATION FOR
STRIKERS CLUB, INC REZONING

THE OWNER/APPLICANT IS PROPOSING TO COMBINE THEIR PROPERTY INTO A SINGLE ZONING CLASSIFICATION TO ALLOW FOR THE DEVELOPMENT OF A PARKING LOT FOR THEIR USE WITH THE EXISITING BUSINESS. CURRENTLY, HALF OF THE PROPERTY IS ZONED B-3, ONE FOURTH IS ZONED B-1, AND THE REMAINDER IS ZONED R-2. WE ARE PROPOSING A B-3 CLASSIFICATION FOR ALL OF THE PROPERTY.

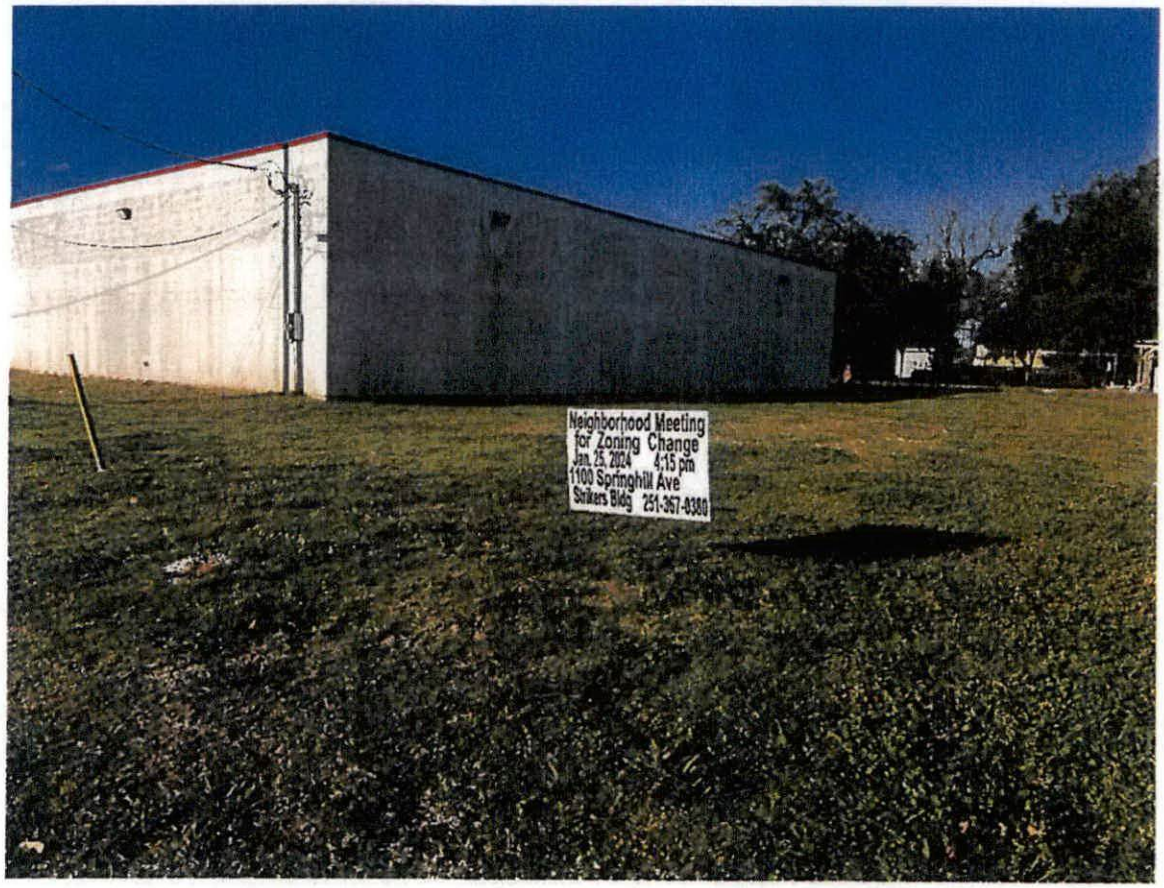
THE PREVAILING CONDITION FOR THIS REQUEST IS CHANGING CONDITIONS IN THE AREA AND THE NEED FOR ADDITIONAL SITES. THE PROPERTY ACROSS PINE STREET IS ZONE B-3 AND THE NORTH LINE OF OUR PROPERTY IS IN LINE WITH THE NORTH LINE OF THAT PARCEL. ADDITIONALLY, THE NORTH PORTION OF THE PROPERTY AT 1060 SPRINGHILL AVENUE IS DEVELOPED AS A PARKING LOT WHICH COINCIDES WITH OUR PROPOSED USE. SINCE THE STRIKERS CLUB OWNS AND UTILIZES THIS PROPERTY, REZONING TO ALLOW ADDITIONAL DEVELOPMENT IS THE ONLY OPTION.

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 18°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°18'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

Images from sign placement January 10th, 2024 – 1100 Springhill Ave. project site.

Sign posted is 24"x36" , Upper Case letters 4", Lower case 3"



Neighborhood Meeting
for Zoning Change
Jan. 25, 2024 4:15 pm
1100 Springhill Ave
Strikers Bldg 251-367-0380

JAN 9, 2024

RE: Notice of Neighborhood Meeting – Zoning Change

To Whom It May Concern,
Notice of a Neighborhood meeting being held:

- January 25th, 2024, 4:15pm
- 1100 Springhill Ave, Strikers Building
- 251.367.0380

Respectfully,

Leonard Stewart
Strikers Club, Inc.
251.367.0380

FILE IN our WORKING FILE

Phone calls received in response to notification letter: Rezoning 1100 Springhill Ave

Date	Time	Phone#	Name	Comment
Jan 10, 2024	14:50	251-303-0516	Janea Sylve	Called to confirm receipt of letter, General inquiry on rezoning
Jan 11, 2024	11:28	251-554-2333	Theresa Saad	Called to confirm receipt of letter, Not able to attend meeting but is in support of development
Jan 18, 2024	14:49	251-689-8338	Alfred Williams	Called to confirm receipt of letter, Not able to attend meeting

SIGN-IN SHEET

Neighborhood Meeting	Date: January 25th 2024 4:15 p.m.
Topic: Rezoning, 1100 Springhill Ave	Location: 1100 Springhill Ave, Mobile, AL 36601

Print Name	Address	Phone#	
Doris Thornton	1060 State St.	251-533-7198	

MINUTES

Neighborhood Meeting	**Date: January 25th 2024** 4:15pm
Topic: Rezoning, 1100 Springhill Ave	**Location: 1100 Springhill Ave, Mobile, AL 36601**

Proceedings:

Overview

Project Description:

Rezoning + Combining Lots at 1100 Springhill

Details of Development:

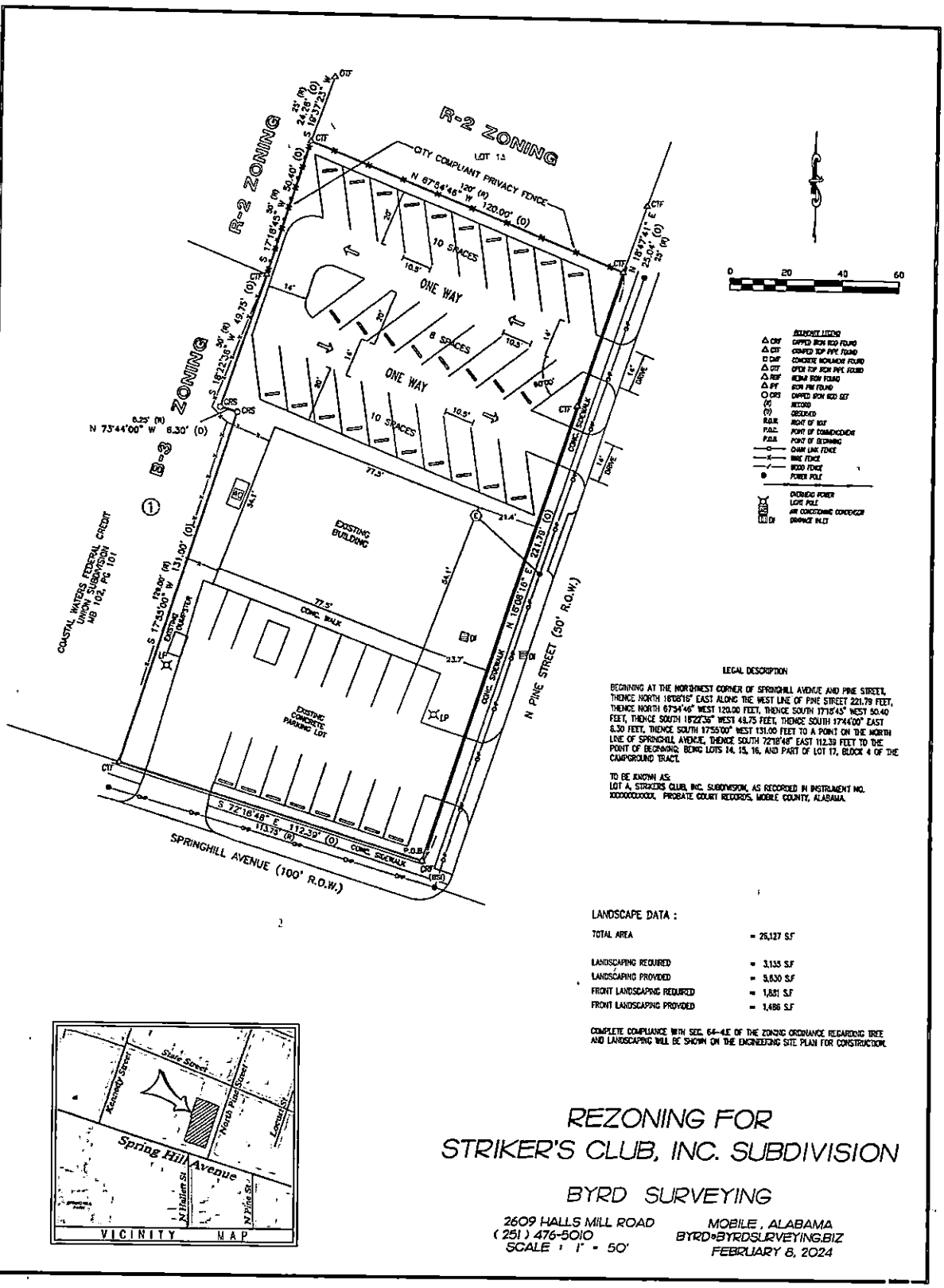
- Description of rezoning lots in the rear of the building at 1100 Springhill Ave from residential to business
- Description of combining all lots into a single subdivision
- The ultimate goal discussed was to add a parking lot in the rear of the building

Additional Notes / other documents provided or referenced:

N/A

Prepared by:

/Leonard Stewart
Strikers Club, Inc.



BOUNDARY LEGEND

- △ CRF — CAPPED IRON REBAR FOUND
- △ CTF — CRIMPED TOP PIPE FOUND
- □ CMF — CONCRETE MONUMENT FOUND
- △ CTF — CRIMPED TOP IRON PIPE FOUND
- △ REBF — REBAR IRON FOUND
- △ IPF — IRON PIN FOUND
- ○ CRS — CAPPED IRON REBAR SET
- (R) — RECORD
- (D) — DESCRIBED
- R.O.W. — RIGHT OF WAY
- P.O.C. — POINT OF COMMENCEMENT
- P.O.B. — POINT OF BEGINNING
- CHAIN LINK FENCE
- BARB FENCE
- WOOD FENCE
- POWER POLE
- OVERHEAD POWER
- LIGHT POLE
- AIR CONDITIONING CONDENSOR
- DRAINAGE INLET

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 16°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°15'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

TO BE KNOWN AS:
LOT A, STRIKERS CLUB, INC. SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LANDSCAPE DATA :

TOTAL AREA	= 26,127 S.F
LANDSCAPING REQUIRED	= 3,135 S.F
LANDSCAPING PROVIDED	= 5,630 S.F
FRONT LANDSCAPING REQUIRED	= 1,881 S.F
FRONT LANDSCAPING PROVIDED	= 1,486 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.

REZONING FOR STRIKER'S CLUB, INC. SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 50'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
FEBRUARY 8, 2024

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Strikers Club, Inc.
P. O. Box 965
Mobile, AL 36601

Maxine Shinn
1065 Summerville St.
Mobile, AL 36617

Andrews & Atchison Properties LLC
2860 Springhill Avenue
Mobile, AL 36607

Board of Water & Sewer
P. O. Box 180249
Mobile, AL 36618

Progressive Federal Credit Union
1065 Springhill Avenue
Mobile, AL 36601

Mary T. Saad & Mary M. Larche
3910 Point Road
Mobile, AL 36619

Juanita Owens Smith
153 South Broad Street
Mobile, AL 36602

Thurmond Abrams
1055 State Street
Mobile, AL 36606

Sylvia Elliott
1019 Congress Street
Mobile, AL 36603

MLK Ave Redevelopment Corp
P. O. Box 2204
Mobile, AL 36602

WNM Construction Co., Inc.
1008 Cloverdale Drive
Mobile, AL 36606

Justin J. Perron
24431 Rovendale Court
Murrieta, CA 92562

Geralyn B. Carter
4022 Ballentine
San Antonio, TX 78257

Presnell Properties Mobile, LLP
327 S. Sage Avenue
Mobile, AL 36606

Roderick & Elaine James
1005 Congress Street
Mobile, AL 36603

Patricia Campbell
1002 State Street
Mobile, AL 36603

Mobile Power Brake & Equipment
305 Brawood Drive
Mobile, AL 36608

John N. Morris
2002 Edwards Street
Mobile, AL 36617

Joyce Danzy, et al
166 N. Pine Street
Mobile, AL 36603

Lauretta Law
157 Locust Street
Mobile, AL 36603

Melma Finklea
153 Locust Street
Mobile, AL 36603

AREC 2 LLC
P. O. Box 29046
Phoenix, AZ 85038

Marlon D. Gaines
121 Columbia Street
Mobile, AL 36607

Sonjae Smith, et al
3732 Longridge Drive E.
Mobile, AL 36693

Sharon A. Pate
256 Oak Drive
Mobile, AL 36617

Johnnie Mae & Charles Allen
116 N. Hallett Street
Mobile, AL 36604

Zeta Phi Beta Sorority, Inc.
P. O. Box 40844
Mobile, AL 36640

Blue Marathon Inv Group 2, LLC
10223 Estia Street
Daphne, AL 36526

Hung O. Tran
9584 Bridle Court
Mobile, AL 36695

Michael L. Meeks
3750 Bay Tree Road
Lynn Haven, FL 32444

Council & Mary Powell
18 Edgefield Road
Mobile, AL 36608

Terry Baaqee
128 Ash Avenue
Prichard, AL 36610

Ruth A. Jones
c/o Delores Bruner
1059 State Street
Mobile, AL 36603

Maurice Houston
601 Delaware Street
Mobile, AL 36603

Ranita Smith
100 Michael Donald Ave.
Mobile, AL 36604

Tinh Van Nguyen
4106 Yellow Heron Lane
Mobile, AL 36693

Tracy E. Shannon
670 Florida Street Ext.
Mobile, AL 36617

Nham, Anh, & Khuyen Nguyen
6924 Providence Estates Dr. S.
Mobile, AL 36695

Jarrod White
1200 Dauphin Street
Mobile, AL 36604

Bruce B. Malone
166 Kennedy Street
Mobile, AL 36603

Beatrice McCants
506 Rickarby Street
Mobile, AL 36606

Peter A. Burden, Jr.
P. O. Box 66244
Mobile, AL 36660

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Pamela Pulmas
1050 State Street
Mobile, AL 36603

Hilton F. Jones Protected Series
1052 & 1054
P. O. Box 50097
Mobile, AL 36605

Patricia Ann & John Ransom
5309 Medford Drive N.
Mobile, AL 36693

John McCampbell
c/o Cory McCampbell
2321 Lantern Lane W.
Mobile, AL 36693

Doris M. Thornton
706 Merritt Drive
Mobile, AL 36609

Marion Timmons
c/o Chancey Timmons
2460 Abner PL NW
Atlanta, GA 30318

Christopher Williams & Janea Sylve
1066 State Street
Mobile, AL 36603

Elizabeth Williams
c/o Alfred Williams
671 Cherokee Street
Mobile, AL 36606

Karen Anne Adams
478 Barlow Street
Mobile, AL 36617

J. Gregory Carwie
c/o Carolyn Cross
1072 State Street
Mobile, AL 36603

Agenda Item # 12

SUB-002850-2024 & ZON-UDC-002851-2024

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
1100 Spring Hill Avenue

Subdivision Name:
Striker's Club, Inc. Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owners:
Striker's Club, Inc.

Current Zoning:
R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, & B-3, Community Business Urban District

Proposed Zoning:
B-3, Community Business Urban District

Future Land Use:
Mixed Density Residential
& Traditional Mixed-Use Corridor

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-2, B-1, & B-3 to B-3
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

SITE HISTORY

The is composed of Lots 14, 15, 16, and part of Lot 17 of Block 4 of the Campground Tract Subdivision, the plat for which was recorded in Mobile County Probate Court in the 1890s.

Rezoning of the site currently zoned R-2, from R-2 to B-3, was denied by the Planning Commission in November 1993. A request to rezone the site from R-2 to B-2 was also denied by the Planning Commission in January 1994.

Rezoning of the site currently zoned B-1, from R-2 to B-1, was adopted by City Council at its March 17, 1994 meeting.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Revise NOTES #7 from "...(FLIGHT 23 - #76)..." to "... (FLIGHT 29 - #74)...".
C. Revise NOTES #7 from "...LOT A – 26,000 SF." to "LOT A – 6,000 SF."
D. List the amount of ROW dedication in square feet and in acres.
E. Check and revise either the Bearing callout in the plan or in the legal description for the short 6.30-foot long section along the western property line.
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units to the north and commercial units to the south.

APPLICATION NUMBER 12 DATE March 21, 2024

APPLICANT Striker's Club, Inc. Subdivision

REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

N

NTS

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from three (3) legal lots of record, and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer services.

The proposed lot has frontage on Spring Hill Avenue, a Principal Arterial street requiring a 100-foot right-of-way at this location; and on North Pine Street, a minor street with curb and gutter requiring a 50-foot right-of-way. Sufficient rights-of-way are depicted along both streets on the preliminary plat, thus no additional dedication should be required.

A 25-foot corner radius is required where Spring Hill Avenue and North Pine Street intersect, per Section 6.C.6. of the Subdivision Regulations, but the preliminary plat depicts a sub-standard 10-foot corner radius. Section 6.B.12. of the Subdivision Regulations allows a 20-foot corner radius, but anything less requires approval from the City Engineer. As such, the plat should be revised to illustrate at least a 25-foot corner radius at the intersection of Spring Hill Avenue and North Pine Street unless a reduced corner radius is approved by the City Engineer, in which case a waiver of Section 6.C.6. will be required.

The lot, as proposed, exceeds the minimum size requirement for lots served by public water and sanitary sewer in the R-2, B-1, and B-3 Urban districts, and is appropriated labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat, adjusted for any required dedication; or provision of a table on the Final Plat with the same information will suffice.

No front yard setback is illustrated along either street. A minimum 5-foot front yard setback is required for lots in an R-2 Urban district, and a minimum 10-foot front yard setback is required for lots in B-1 Urban and B-3 Urban districts, per Article 2, Sections 64-2-6.E., 64-2-10.E., and 64-2-14.E., respectively. A rezoning request is being considered concurrently with the subdivision request to rezone the proposed lot to B-3 Urban district. As such, if approved, a front yard setback compliant with the underlying zoning district and sub-district should be illustrated along Spring Hill Avenue and North Pine Street.

If both subdivision and rezoning requests are approved, a portion of the proposed lot will abut residentially zoned properties to the North and West. As such, the site will need to comply with the Protection Buffer requirements of Article 3, Section 64-3-8 of the UDC, including the provision of a 10-foot setback where the site adjoins residential property. Such setbacks, including other side and rear yard setbacks, are not required to be illustrated on the subdivision plat, but the applicant should be aware that they will need to be illustrated on any site plans submitted for the review of any development permits.

A portion of the site is developed with a 4,192± square-foot commercial building and parking lot. It should be noted that future development or redevelopment of the site may require full compliance with the development standards of the UDC.

If approved, the subdivision would result in a single lot of record split-zoned R-2, B-1, and B-3. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in a single lot of record being split-zoned R-2, B-1, and B-3. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that changing conditions in the area make rezoning necessary and desirable.

The site is surrounded by properties zoned B-3, Community Business Urban District, to the East, South, and West. Properties to the North and Northwest are zoned R-2, Two-Family Residential Urban District. Whether this indicates changing conditions in the surrounding area make rezoning to B-3 appropriate is for the Planning Commission to recommend and for City Council to decide, but subdivision of the property suggests rezoning of the property, in general, is necessary, especially to eliminate the potential for split zoning.

The conceptual plan submitted with the request illustrates that additional parking will be constructed on a portion of the proposed lot and will serve the existing commercial building. Bringing the site under one (1) zoning classification, particularly a commercial classification, is necessary to facilitate further development of the site.

A privacy fence is illustrated on the conceptual plan where the site adjoins residential property; however, if approved, full compliance with the Protection Buffer requirements of Article 3, Section 64-3-8 of the UDC will be required, including a 10-foot setback and the provision of a vegetative screen planting strip. Such compliance should be illustrated on any site plan submitted for the review and approval of development permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

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

1. Retention of the right-of-way width(s) as depicted on the preliminary plat;
2. Dedication sufficient to provide a 25-foot corner radius at the intersection of Spring Hill Avenue and North Pine Street, in compliance with Section 6.C.6. of the Subdivision Regulations, unless a smaller radius is approved by the City Engineer and the Planning Commission waives Section 6.C.6.;
3. Retention of the lot's size in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
4. Revision of the plat to illustrate a front yard setback compliant with the underlying zoning district and sub-district along Spring Hill Avenue and North Pine Street, adjusted for any required dedication;
5. Completion of the Rezoning request to eliminate the potential for a split-zoned lot;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;

    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

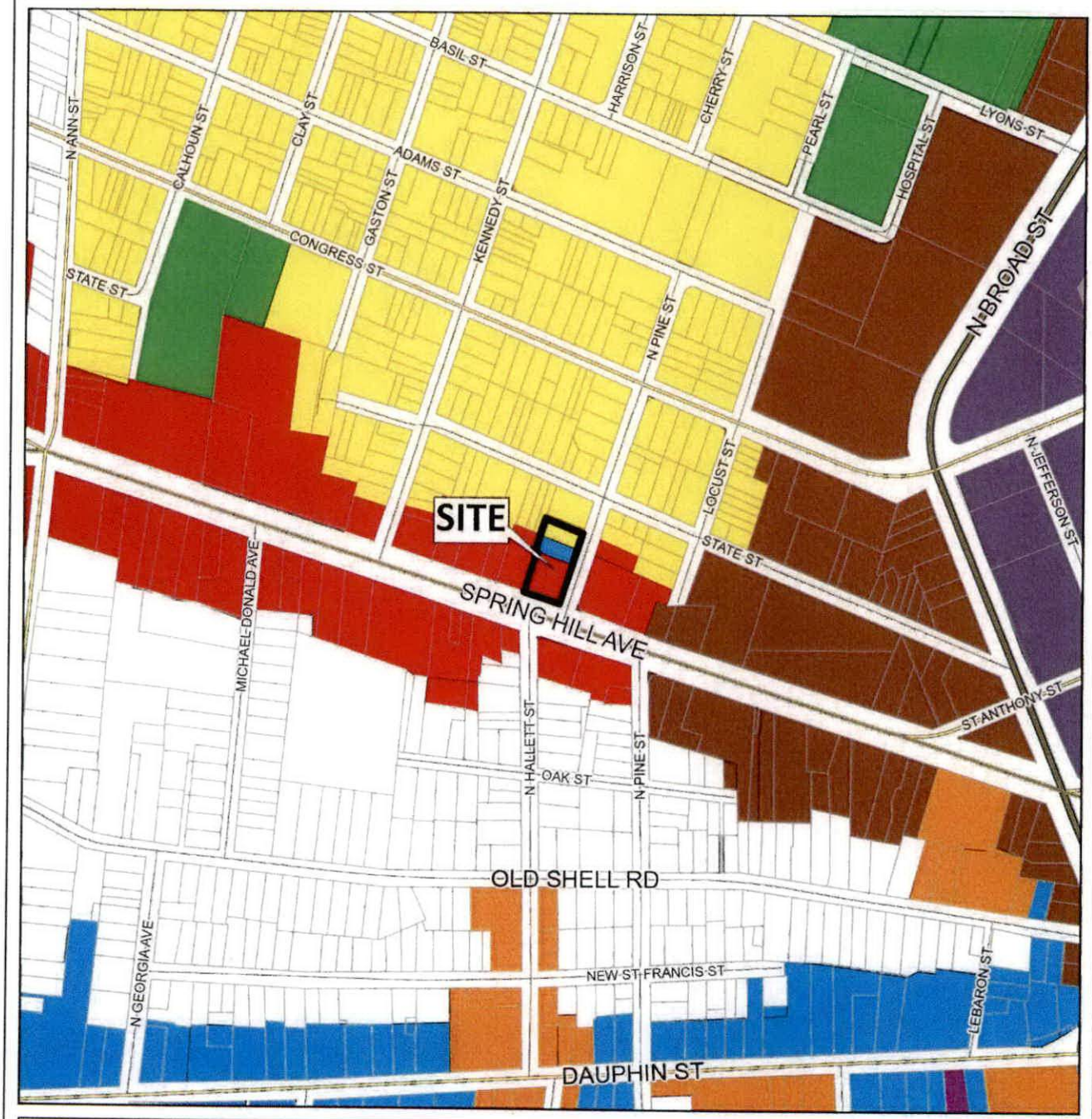
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

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

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE March 21, 2024

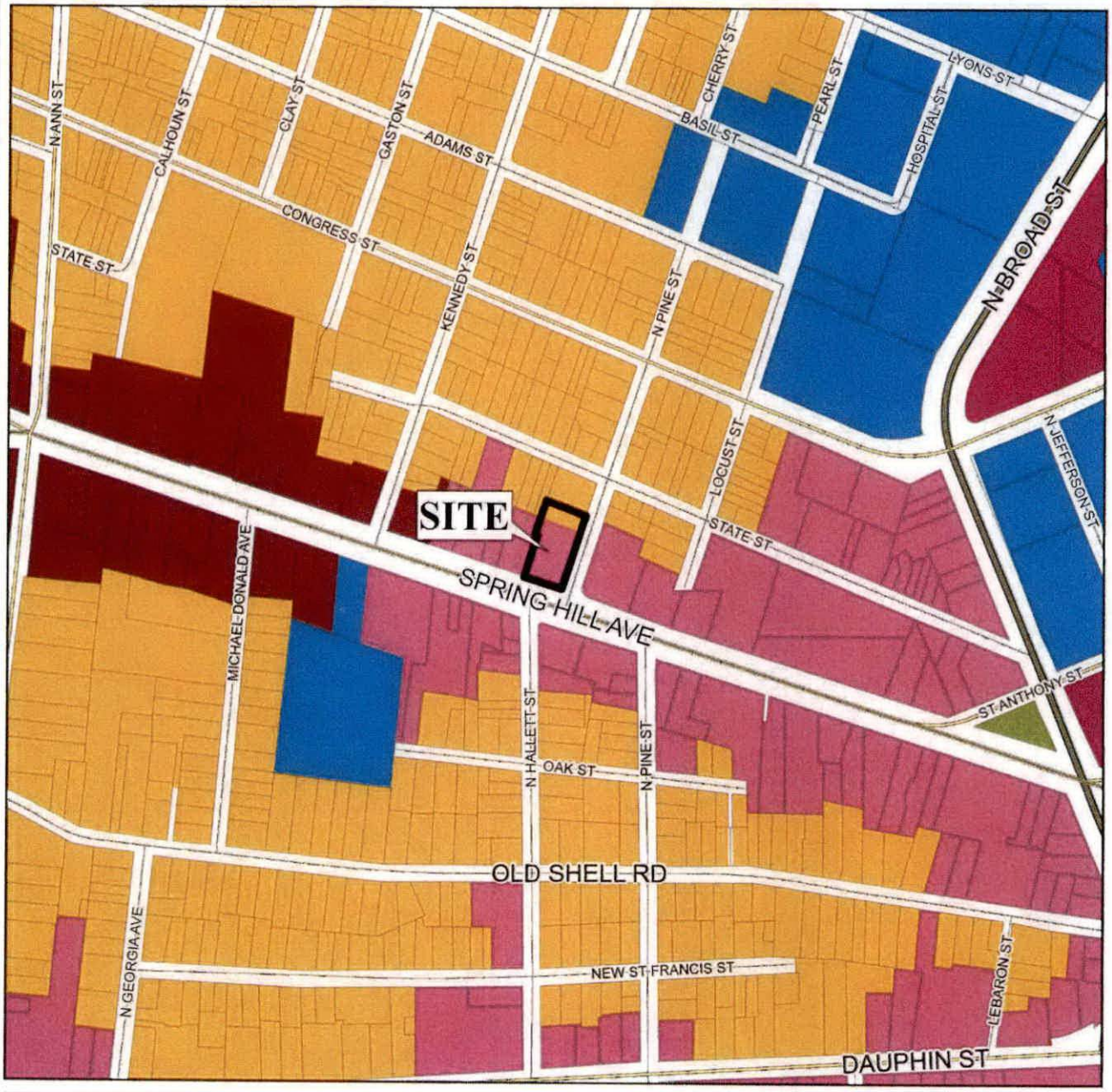
APPLICANT Striker's Club, Inc. Subdivision

REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE March 21, 2024

APPLICANT Striker's Club, Inc. Subdivision

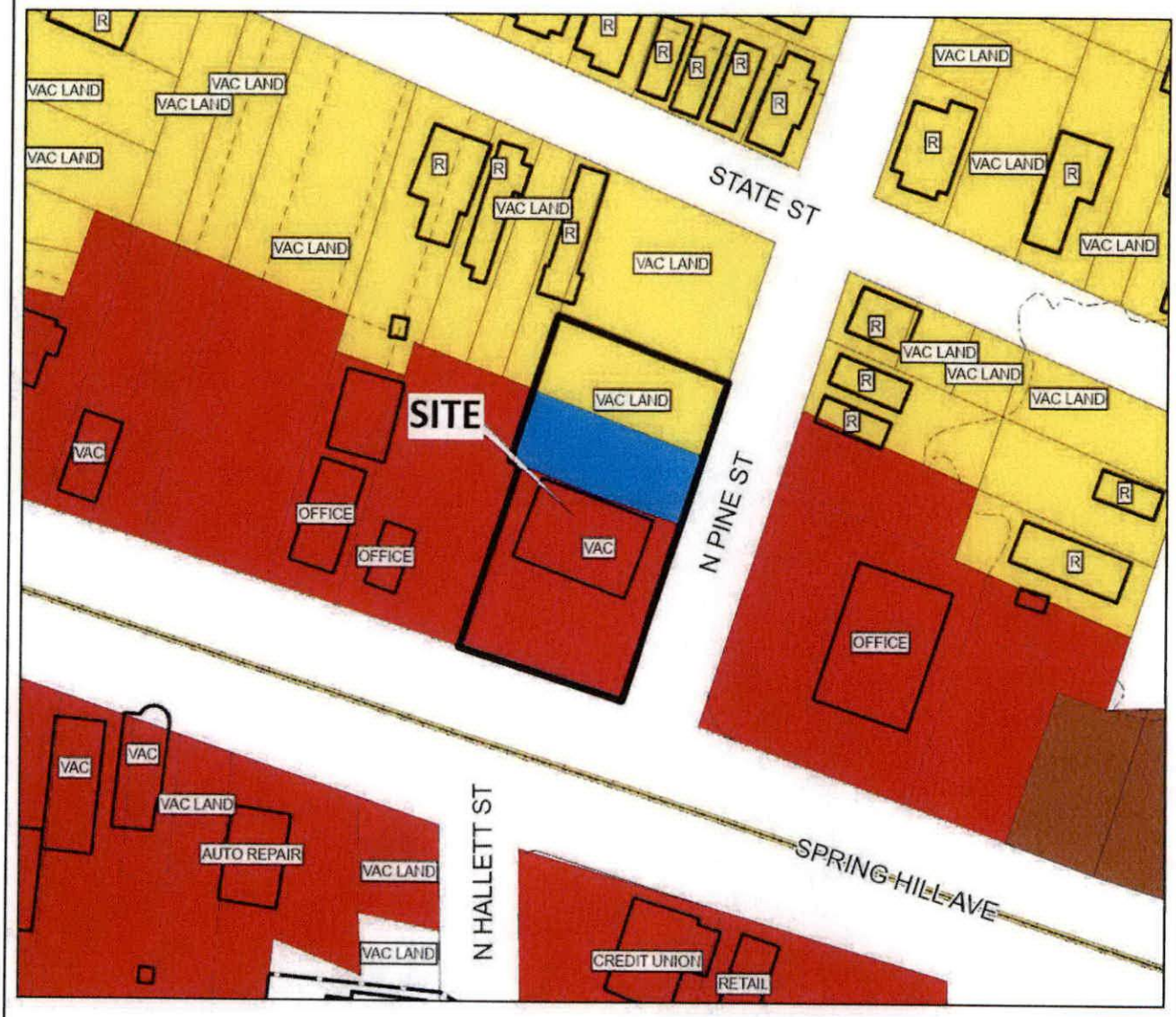
REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and commercial units to the south.

APPLICATION NUMBER 12 DATE March 21, 2024

APPLICANT Striker's Club, Inc. Subdivision

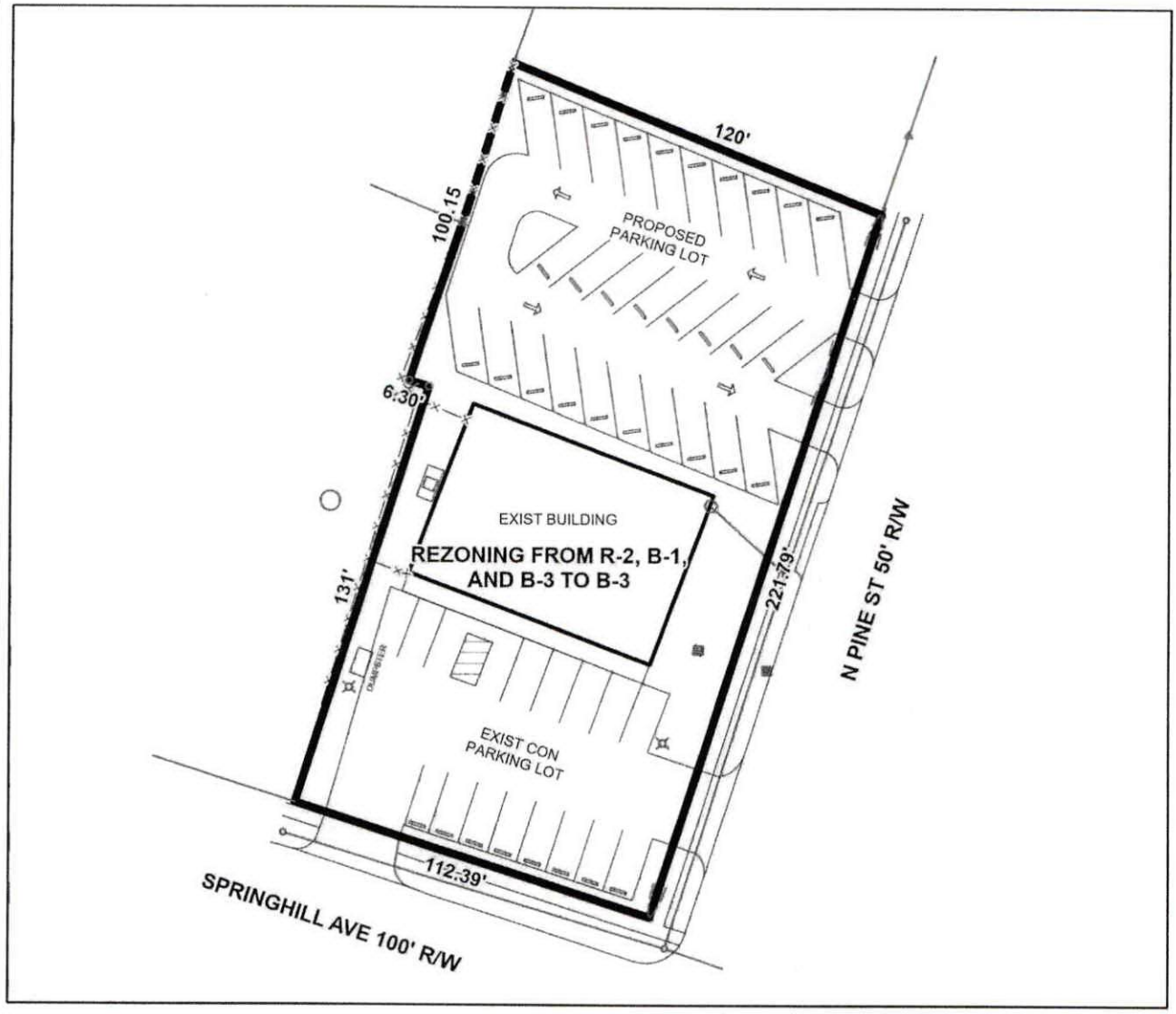
REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

NTS

SITE PLAN



The site plan illustrates the existing building and parking, and proposed parking.

APPLICATION NUMBER 12 DATE March 21, 2024 APPLICANT Striker's Club, Inc. Subdivision REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3	N NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

TRADITIONAL CORRIDOR (TC)

This land 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.

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 3:04 PM

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

WHEREAS, a Planned Unit Development (PUD) was approved on November 4, 2021 to allow multiple buildings on a single building site and shared access and parking between multiple building sites on property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard and described as follows:

LOTS 3 AND 4, BEL AIR MALL SUBDIVISION AS RECORDED IN MAP BOOK 133,, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, BEL AIR MALL SUBDIVISION AS RECORDED IN INSTRUMENT #2021076191 OF SAID RECORDS.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 12, 2024 allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

WHEREAS, the City Council finds that the proposed modification:

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

d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

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

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

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

Adopted:

Lisa Lambert, City Clerk

The Shoppes at Bel Air, Felix Reznick, 4th Dimension Properties, LLC
3201 Airport Boulevard and 410 & 450 Bel Air Boulevard
Council District 5
Joel Daves

41-334 **2024**

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: APR 09 2024

Lana Pafenbach
ASSISTANT City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 9, 2024**, a public hearing will be held on the **14th** day of **May**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard to allow multiple buildings on a single building site, and shared access and parking between multiple building sites.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on November 4, 2021 to allow multiple buildings on a single building site and shared access and parking between multiple building sites on property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard and described as follows:

LOTS 3 AND 4, BEL AIR MALL SUBDIVISION AS RECORDED IN MAP BOOK 133,, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, BEL AIR MALL SUBDIVISION AS RECORDED IN INSTRUMENT #2021076191 OF SAID RECORDS.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 12, 2024 allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;

6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

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

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of May, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on November 4, 2021. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site, and shared access and parking between multiple building sites. If approved, the Major Modification will allow multiple buildings on a single building site, and shared access and parking between multiple building sites subject to the following proposed conditions: 1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD; 2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council; 3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number; 4. Compliance with all Engineering comments noted in the staff report; 5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 6. Compliance with all Urban Forestry comments noted in the staff report; 7. Compliance with all Fire Department comments noted in the staff report; and, 8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

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

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 21, 2024 considered the request of The Shoppes at Bel Air, Felix Reznick, 4th Dimension Properties, LLC, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site, and shared access and parking between multiple building sites for the property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard.

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

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 25, 2024

Felix Reznick
4th Dimension Properties, LLC
1909 Tyler Street
Suite 403
Hollywood, Florida 33020

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

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

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

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

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

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

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

The advertising fee for this application based on the current legal description is $475.00. Upon receipt of this fee (*check made out to the "City of Mobile*"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:
Margaret Pappas
Deputy Director of Planning and Zoning

MOD-002804-2024 Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
March 25, 2024

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 26, 2024

Felix Reznick
4th Dimension Properties, LLC
1909 Tyler Street
Suite 403
Hollywood, Florida 33020

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

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

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

After discussion, the Planning Commission heldover the request to the March 21st meeting, with revisions due by March 5th, to allow the applicant time to address the following:

1) Revision of the site plan to include Lots 3 and 4, Bel Air Mall Subdivision as required by the 2021 PUD;
2) Submittal of authorization of the property owners for Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision and Lots 3 and 4, Bel Air Mall Subdivision; and
3) Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Felix Reznick	
Firm:	c/o 4th Dimension Properties, LLC	
Phone:	561-680-3680	
Email:	bfridman@4d-properties.com	
Address:	1909 Tyler St., Suite 403, Hollywood, FL 33020	

	Owner	Design Professional
Name:	Bel Air Mall Realty Holding, LLC	William G. Luker, PE/PLS
Firm:	c/o 4th Dimension Properties, LLC	Speaks & Associates Consulting Engineers, Inc.
Phone:	561-680-3680	251-666-4646
Email:	bfridman@4d-properties.com	jerry@speaks.cc
Address:	1909 Tyler St., Suite 403, Hollywood, FL 33020	732 Oak Circle Dr. W., Mobile, AL 36609

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

3201 Airport Boulevard — Property Address

43.01 — Property Area (acres or square feet)

02-29-09-30-2-000-027.XXX / 1508265 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

B-3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 01.11.24

Applicant or Agent Signature (if applicable) — Date

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

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

Applicant or Agent Signature — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   There will be no changes. The proposed lots will continue to be retail space.

   District Center
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The proposal will continue to be zoned as community business and used as retail space.

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

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

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

6. Please provide the following information:

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

See Site Plan

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

There is an existing row of shrubs and trees along the east side of Bel Air Boulevard.

☐ Lighting:

There are existing lights in all the parking lots.

☐ Hours of operation:

Monday - Saturday: 10 am - 9 pm; Sunday: 11 am - 6 pm

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

None

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

By re-establishing use of the building for retail business and the intended use, the proposal minimizes the undesirable elements that would occur from the building being vacant and the property deteriorating.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The building in the proposed Lot 2 is vacant. The purpose of the resubdivision is to sell Lot 2 and have a new retail business occupy the vacant building.

Resubdivision of Lot 1 of the Resubdivision of Lot 2 of the Bel Air Mall Subdivision
Modification of Planned Unit Development

The purpose of the modification to the previously approved Planned Unit Development is to create two lots from the existing Lot 1 of the Resubdivision of Lot 2 of the Bel Air Mall Subdivision. This modification is initiated by the proposed sale of Lot 2 of the proposed subdivision. Lot 2 will continue to be used as a retail space.

Prepared by:
Speaks & Associates Consulting Engineers, Inc.
732 Oak Circle Drive West
Mobile, AL 36609

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND THE MANAGERS OF BEL AIR MALL REALTY HOLDING, LLC

December 19, 2023

Pursuant to the provisions of the Alabama Limited Liability Company Law of 2014 (the "LLC Law"), the undersigned, being the Members and the Managers of **BEL AIR MALL REALTY HOLDING LLC,** an Alabama limited liability company (the "Company"), do hereby take and adopt the following actions by this written consent:

WHEREAS, the Company owns The Shoppes at Bel Air Mall located in the City of Mobile, Mobile County, Alabama (the "Property"); and

WHEREAS, the Company desires to authorize, empower and direct the Authorized Signatory (as defined below) to negotiate, enter into, execute and deliver any and all instruments, agreements or other documents as may, in his sole judgment, be necessary or desirable in order to sell any outparcel located at the Property or to lease any portion of the Property.

NOW, THEREFORE, BE IT:

RESOLVED: That Felix Reznick ("Authorized Signatory"), is hereby authorized, empowered and directed, to negotiate, enter into, execute, acknowledge and deliver, on behalf of the Company, any and all agreements and/or any such instruments, certificates, affidavits, and any and all other documents as may, in his sole judgment, be necessary or desirable, to consummate the sale of any outparcel or the lease of any portion of the Property, all of which are hereby approved, ratified and confirmed, and Authorized Signatory is further authorized to negotiate, enter into, execute and deliver, any and all modifications and amendments to such agreement(s) as may, in his sole judgment, be necessary or desirable, and such modifications and amendments are hereby approved, ratified and confirmed;

RESOLVED FURTHER: That the authority granted under the foregoing resolutions shall be deemed to include, in the case of each resolution, authority to perform such further acts and deeds as may be necessary, convenient or appropriate in its judgment, to carry out the transactions contemplated thereby, and all such acts and deeds performed are hereby approved, adopted and ratified;

RESOLVED FURTHER: That the Company will indemnify the Authorized Signatory to the fullest extent permitted under the LLC Law, if such individual is made or threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, because such Authorized Signatory was serving at the request of the Company except to the extent of such person's willful misconduct or gross negligence;

RESOLVED FURTHER: That in making any decision hereunder the Authorized Signatory will not be liable to the Company or to any member or manager of the Company for any actions taken in good faith and reasonably believed to be in or not opposed to the best interests of the Company, or for errors of judgment, neglect or omission, but will be liable for willful misconduct and gross negligence; and

RESOLVED FURTHER: That this Action may be executed in multiple counterparts, each which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. Furthermore, this Action may be transmitted by facsimile, or electronic mail and "Faxed" or electronic signatures shall constitute original signatures.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Action by Unanimous Written Consent of the Members and the Managers has been executed the date set forth above.

MEMBER:

BEL AIR MALL SPE, LLC,
a Delaware limited liability company

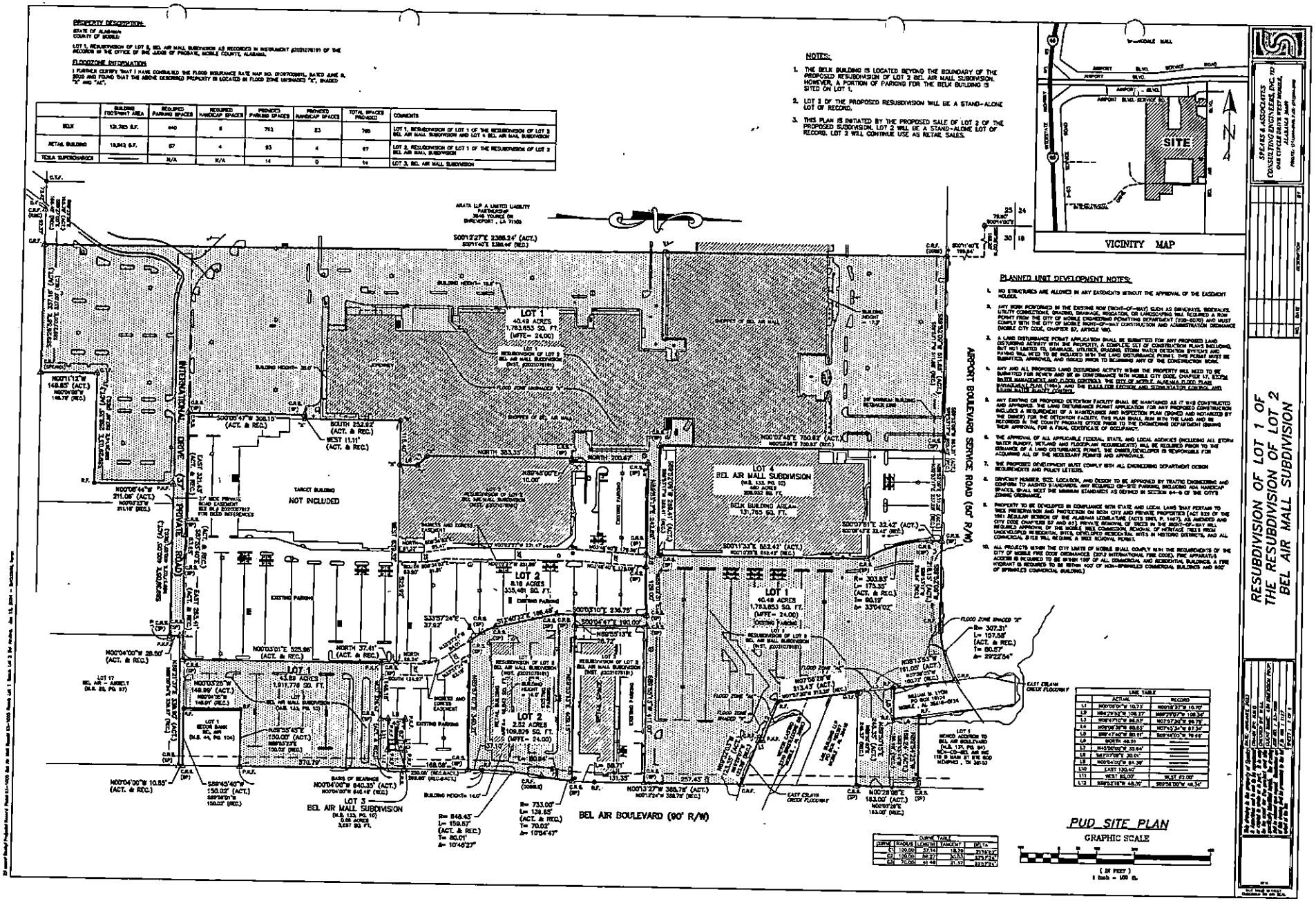
By: BEL AIR MALL 126 LLC,
an Alabama limited liability company, its Manager

By: _____
Felix Reznick, Authorized Representative

MANAGER:

BEL AIR MALL 126, LLC,
an Alabama limited liability company

By: _____
Felix Reznick, Authorized Representative



	BUILDING FOOTPRINT AREA	REQUIRED PARKING SPACES	REQUIRED HANDICAP SPACES	PROVIDED PARKING SPACES	PROVIDED HANDICAP SPACES	TOTAL SPACES PROVIDED	COMMENTS
BELK	131,765 S.F.	440	8	792	23	795	LOT 1, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2 BEL AIR MALL SUBDIVISION AND LOT 4 BEL AIR MALL SUBDIVISION
RETAIL BUILDING	18,843 S.F.	67	4	93	4	97	LOT 2, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2 BEL AIR MALL SUBDIVISION
TESLA SUPERCHARGER	———	N/A	N/A	14	0	14	LOT 3, BEL AIR MALL SUBDIVISION

LINE TABLE		
	ACTUAL	RECORD
L1	N00°08'04"W 10.73'	N00°18'37"W 10.76'
L2	N84°29'52"W 108.27'	N84°29'07"W 108.34'
L3	N00°47'05"W 86.57'	N00°37'40"W 86.72'
L4	N00°39'39"W 69.05'	N00°53'34"W 67.34'
L5	S89°47'46"W 861.91'	S89°48'05"W 76.68'
L6	NORTH 48.91'	
L7	N45°00'00"E 33.64'	
L8	N61°17'06"E 39.01'	
L9	N00°04'00"W 84.36'	
L10	EAST 130.40'	
L11	WEST 81.00'	WEST 81.00'
L12	S89°51'18"W 48.74'	S89°56'09"W 48.74'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	100.00'	37.14'	18.79'	21°16'52"
C2	100.00'	86.37'	45.53'	49°29'24"
C3	70.00'	41.48'	21.37'	33°57'43"

FRP Investments LLC
3756 Old Shell Road
Mobile, AL 36608

ARATA LLP
3646 Youree Drive
Shreveport, LA 71105

Melrose Alabama Holdings LLC
60 Mayflower Dr.
Tenafly, NJ 07670-3130

L & L Building LLP
P. O. Box 160387
Mobile, AL 36616

William M. Lyon
P. O. Box 16124
Mobile, AL 36616-0124

Pate Joint Venture
217 North Circle
Fairhope, AL 36532-3398

WEN-CO-BEL AIR, INC.
119 S. Main Street, Suite 800
Memphis, TN 38103

600/602 Bel Air LLC
917 Western America Circle, Suite 102
Mobile, AL 36609

Walter M. Stewart
601 Bel Air Boulevard, Suite 400
Mobile, AL 36606-3526

R & R Group Holdings LLC
1 Dr. ML King Jr Avenue, Suite 130
Memphis, TN 38103

Bel Air Mall Realty Holding LLC
1010 Northern Boulevard, Suite 212
Great Neck, NY 11021-5320

Bel Air Mall Realty Holding LLC
2801 W. Tyvola Rd.
Charlotte, NC 28217-4525

J & A Holding LLC
4171 Blue Heron Ridge
Mobile, AL 36693-4373

Dayton Hudson Corporation
D/B/A Target Stores
P.O. Box 9456
Minneapolis, MN 55440-9456

RPI Bel Air Mall LLC
P. O. Box 3487
Chicago, IL 60654-3487

Boyd State Mobile LLC, a
Delaware LLC
1 Wacker Drive North, Suite #4025
Attn: Kathleen Herrin
Chicago, IL 60606-2844

Timothy J. Foote
748 Loudon Ridge Road
Loudon, NH 03307

A & R, LLC
1901 8th Avenue
Tuscaloosa, AL 35401-4818

North Florida Infrastructure, LLC
700 Jester Court
Pensacola, FL 32506-8365

Terrell Family Properties, LLC
85 N. Sage Avenue
Mobile, AL 36607-2647

Garo Dekirmendjian & Aroussiak
Dekirmendjian Trustees
8120 Landkershim Boulevard
North Hollywood, CA 91605

North Florida Infrastructure, LLC
700 Jester Court
Pensacola, FL 32506-8365

The Higbee Company
c/o Dillards, Inc. Property Tax Dept.
4501 N. Beach Street
Ft. Worth, TX 76137-3218

Quattro Mobile, LLC
1100 Jorie Boulevard, Suite 140
Oak Brook, IL 60523

Victor & Lucille Castro
3370 Bristlecone Drive
Mobile, AL 36693-3554

DLH Parkside at Cottage Hill LLC
41 Church Street, Suite A
Cortland, NY 13045-3687

Michael Baxter
4142 Alston Lane
Vestavia, AL 35242-4518

Christopher R. Francy, Trustee
2310 19th Street
Gulfport, MS 39501-2921

Tabernacle of Praise in Jesus Name,
Trustees
3084 Cottage Hill Road
Mobile, AL 36606-2970

Delaneys, Inc.
P. O. Box 16126
Mobile, AL 36616

Carmax Auto Superstores, Inc.
P.O. Box 29723
Richmond, VA 23242-0723

Extra Space Properties Two, LLC
2795 East Cottonwood Parkway,
Suite 400
Salt Lake City, UT 84121-7033

3201 Airport Blvd. Investments, LLC
3105 Breard Street
Monroe, LA 71201-5108

Starbucks Corporation
P.O. Box 35126, MS-RE3
Seattle, WA 98124-5126

NLF SB Mobile Alabama
8872 Health Science Center Parkway,
Suite 401
Bryan, TX 77807-1119

Victor Castro
3370 Bristlecone Drive
Mobile, AL 36693-3554

Melrose Alabama Holdings, LLC
60 Mayflower Drive
Tenafly, NJ 07670-3130

Central Banchares
c/o Invoke Tax Partners
P.O. Box 850
Aurora, OH 44202-0850

Mr. Felix Reznick
4th Dimension Properties, LLC
1909 Tyler Street, 4th Floor
Hollywood, FL 33020

BFS Retail & Commercial Operations
LLC
200 4th Ave S
Nashville, TN 37201-2255

LSG BEL AIR LLC
1985 Cedar Bridge Avenue, Suite 1
Lakewood, NJ 08701-7031

ISAM North America Corporation
500 Broadcast Drive
Mobile, AL 36606

Extra Space Properties Two, LLC
2795 East Cottonwood Parkway,
Suite 400
Salt Lake City, UT 84121-7033

Planning Commission
March 21, 2024

Agenda Item # 2 - HOLDOVER

SUB-002792-2023 & MOD-002804-2024

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3201 Airport Boulevard, 410 & 450 Bel Air Boulevard

Subdivision Name:
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

Applicant / Agent:
Felix Reznick, 4th Dimension Properties, LLC

Property Owner:
Bel Air Mall Realty Holding, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record from one (1) legal lot of record.
- Modification of a previously approved Planned Unit Development.

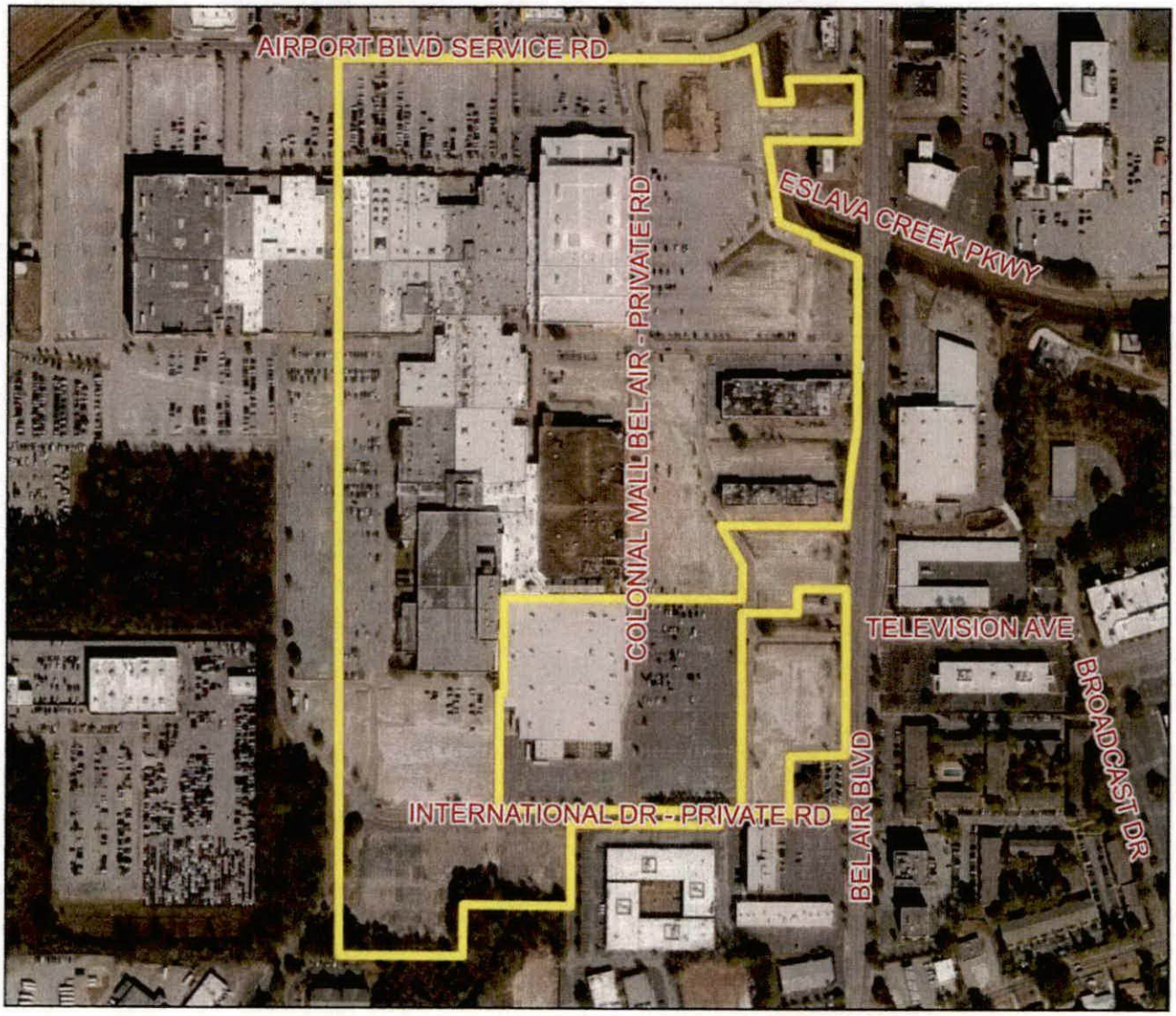
Commission Considerations:

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

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Subdivision Considerations 3
Holdover Modification Considerations 3
Site History 4
Staff Comments 5
Subdivision Considerations 6
Modification Considerations 7
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

HOLDOVER COMMENTS

This application was heldover from the Planning Commission's February 15th meeting to allow the applicant to obtain property owner authorizations for four (4) parcels required to participate in the Modification to the Previously Approved PUD. The applicant has since submitted the required letters of authorization for all of the adjacent parcels to participate in the current Modification application. However, it should be noted that neither the site plan nor the legal description for the Modification has been revised to reflect the addition of these parcels. Therefore, if approved, the site plan, including the legal description, should be revised to clearly depict all parcels included in the Modification of the PUD.

No changes have been made to the initial request, and staff has not received any other additional information.

HOLDOVER SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

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

1. Retention of the lot sizes in both square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information;
2. Retention of all easements on the plat and the note stating that no structures are to be placed in any easement, without the permission of the easement holder
3. Retention of the 25-foot minimum building setback line along each street frontage, per 64-2-14.E. of the UDC for lots in B-3 zoning districts;
4. Compliance with all Engineering comments noted in this staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

HOLDOVER MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

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

a. Is consistent with all applicable requirements of this Chapter;

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

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

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

If approved, the following conditions could apply:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in this staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report;
7. Compliance with all Fire Department comments noted in this staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;

SITE HISTORY

The site has been before the Planning Commission several time for Subdivisions and Planned Unit Developments (PUDs). The most recent, approved on November 4, 2021, was the Bell Air Mall Subdivision, Resubdivision of Lot 2, and associated PUD to allow multiple buildings on a single building site and shared access and parking between multiple building sites. The Subdivision plat was recorded in Probate Court, and the PUD was completed.

The site has also had several sign variance applications over the years. In August 2012, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Versona) to have a total of three (3) wall signs. In April 2016, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Belk) to have a total of three (3) wall signs. Most recently, in June 2016, a sign variance was denied to allow an exterior wall sign for a tenant (Versona) without an individual entrance.

STAFF COMMENTS

Engineering Comments:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

PLANNED UNIT DEVELOPMENT MODIFICATION COMMENTS:

Retain PLANNED UNIT DEVELOPMNET NOTES #2 - #7, as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of the subdivision application is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along two public streets, Airport Boulevard and Bel Air Boulevard, both with existing compliant rights-of-way, making no dedication necessary. International Drive is a private street contained on the proposed Lot 1, which has a 37' right-of-way. As a private street with curb and gutter, International Drive should

have a right-of-way of 50', however the most recent Subdivision of this site, approved by the Planning Commission at its November 4, 2021 meeting did not require any additional right-of-way to be set aside, therefore it should not be required at this time.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in B-3 zoning districts. Their sizes are appropriately labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat; or, provision of a table on the Final Plat with the same information will suffice.

If approved, the Final Plat should retain the 25-foot minimum building setback along each street frontage, per Section 64-2-14.E. of the UDC for lots in B-3 zoning districts within the Suburban subdistrict.

There are several ingress and egress easements throughout the site. If approved, the note should be retained on the Final Plat, stating that no structures are to be placed in any easement, without the permission of the easement holder.

The proposed Lot 1 is an unusual shape, presumably to accommodate both the existing structures and associated lease parcels. As such, a waiver of Section 6.C.3. of the Subdivision Regulations may be appropriate.

Planned Unit Development Modification

The applicant is not proposing any physical changes to the site at this time. It is simply the desire of the applicant to create a new lot for an existing structure on the site, that they wish to sell to a new owner. As such, the existing PUD must be modified to alter the previously approved lot lines.

It should be noted that the PUD site plan correctly labels existing lots adjacent to the subject site, but does not clearly indicate that they are not a part of the subject Subdivision application. If approved, the Final Plat should be revised to clearly label adjacent lots and their associated Subdivision names as well as the associated map book and page or instrument number.

Additionally, the 2021 PUD included Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision, and a condition of approval for that PUD was "inclusion of Lots 3 and 4, Bel Air Mall Subdivision". As submitted, the site plan states that only Lot 1, Resubdivision of Lot 2, Bel Air Mall Subdivision is included. As such, the application should be heldover so that the applicant can revise the site plan to include the required parcels highlighted in red on the images on pages 2 and 10 in this report. The inclusion of these additional parcels will not result in any additional notifications being required. However, the consent of the owners of those parcels will be required.

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

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

It is recommended that the Subdivision be heldover to the March 21st meeting, so that it can be considered with the Modification to the Planned Unit Development.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

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

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

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

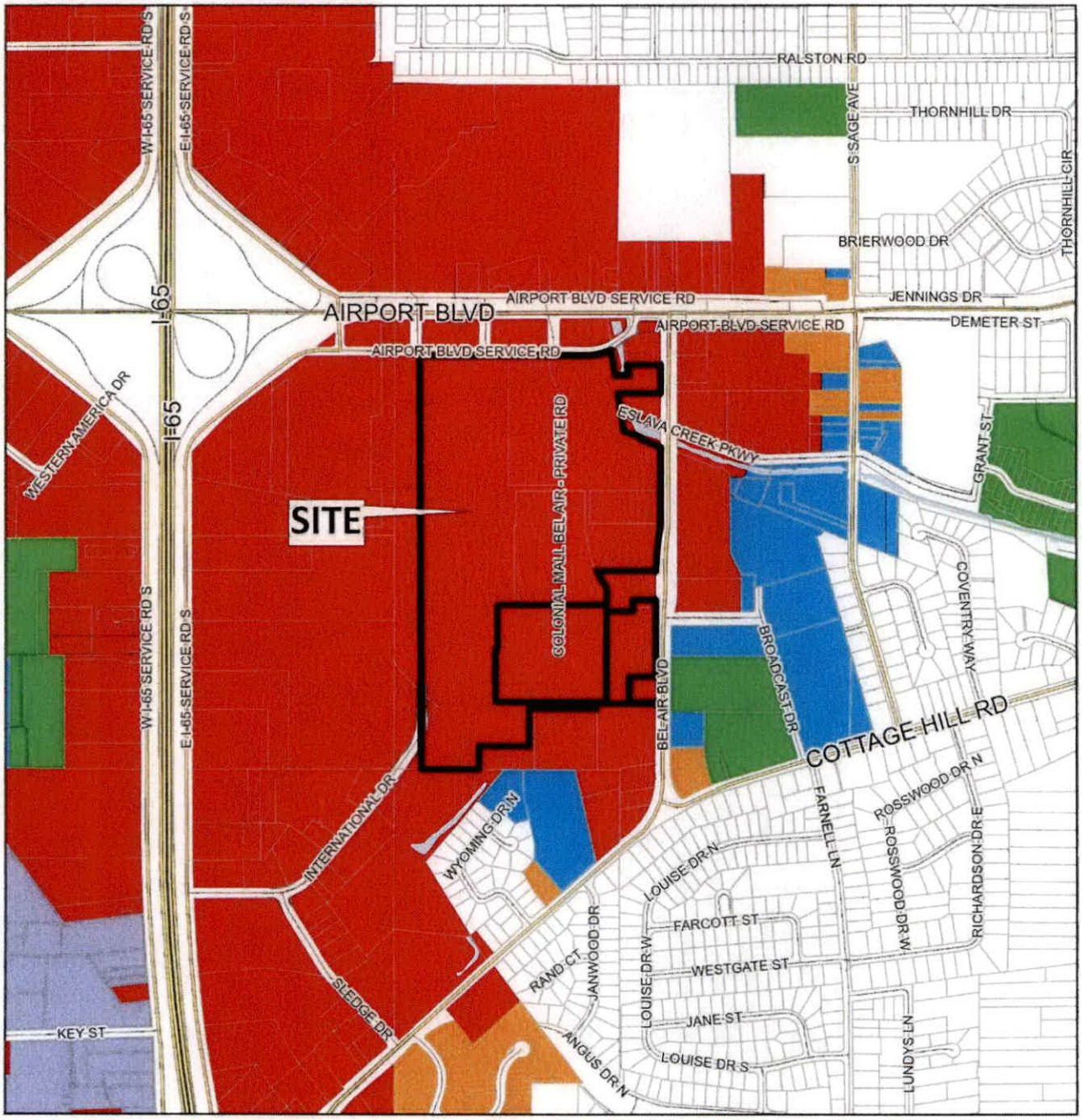
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public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

Considerations:

It is recommended that the Modification to the Planned Unit Development be heldover to the March 21st meeting, with revisions due by March 5th so that the applicant can address the following:

1) Revision of the site plan to include Lots 3 and 4, Bel Air Mall Subdivision as required by the 2021 PUD
2) Submittal of authorization of the property owners for Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision and Lots 3 and 4, Bel Air Mall Subdivision; and
3) Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number.

LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE March 21, 2024

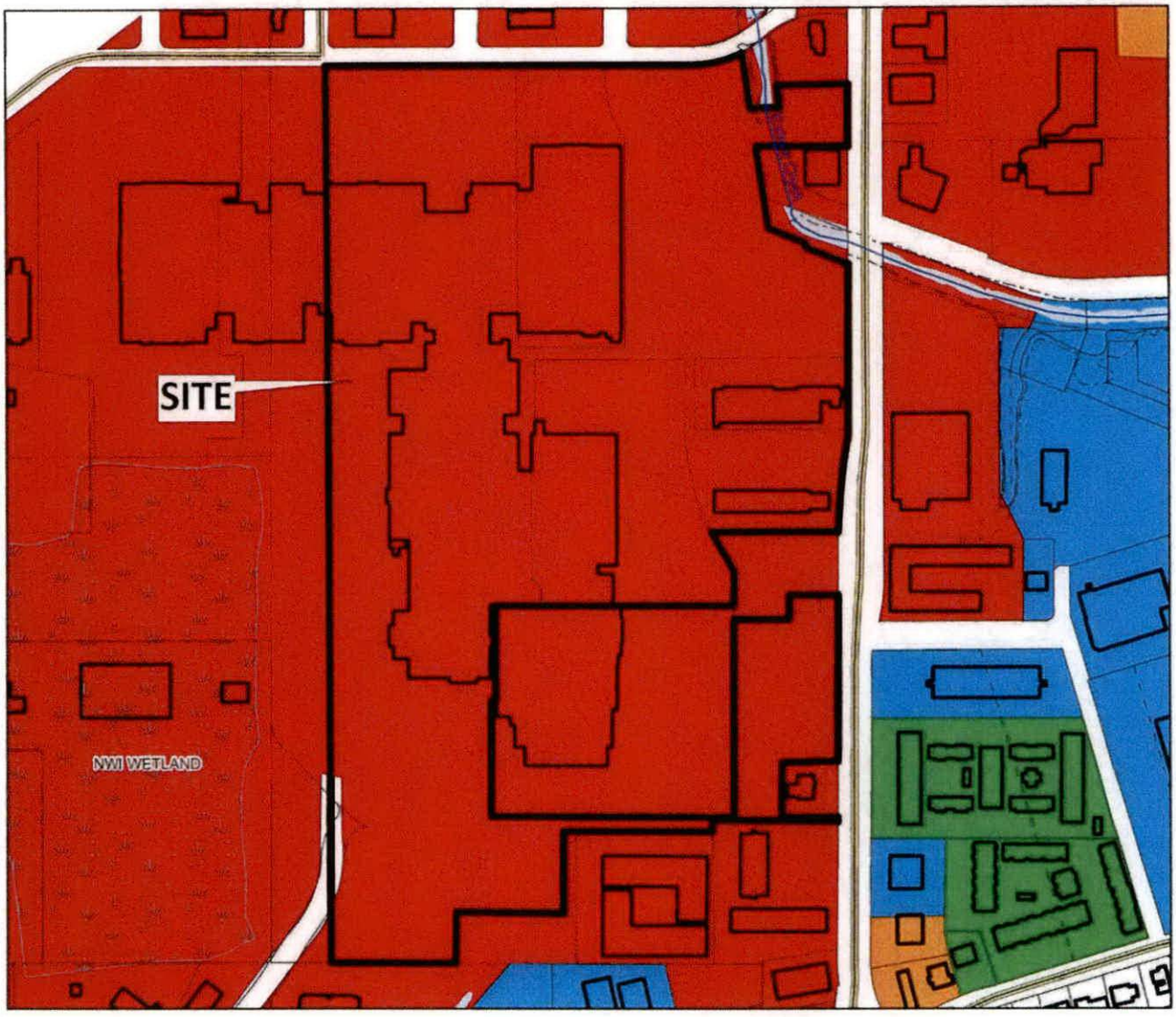
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

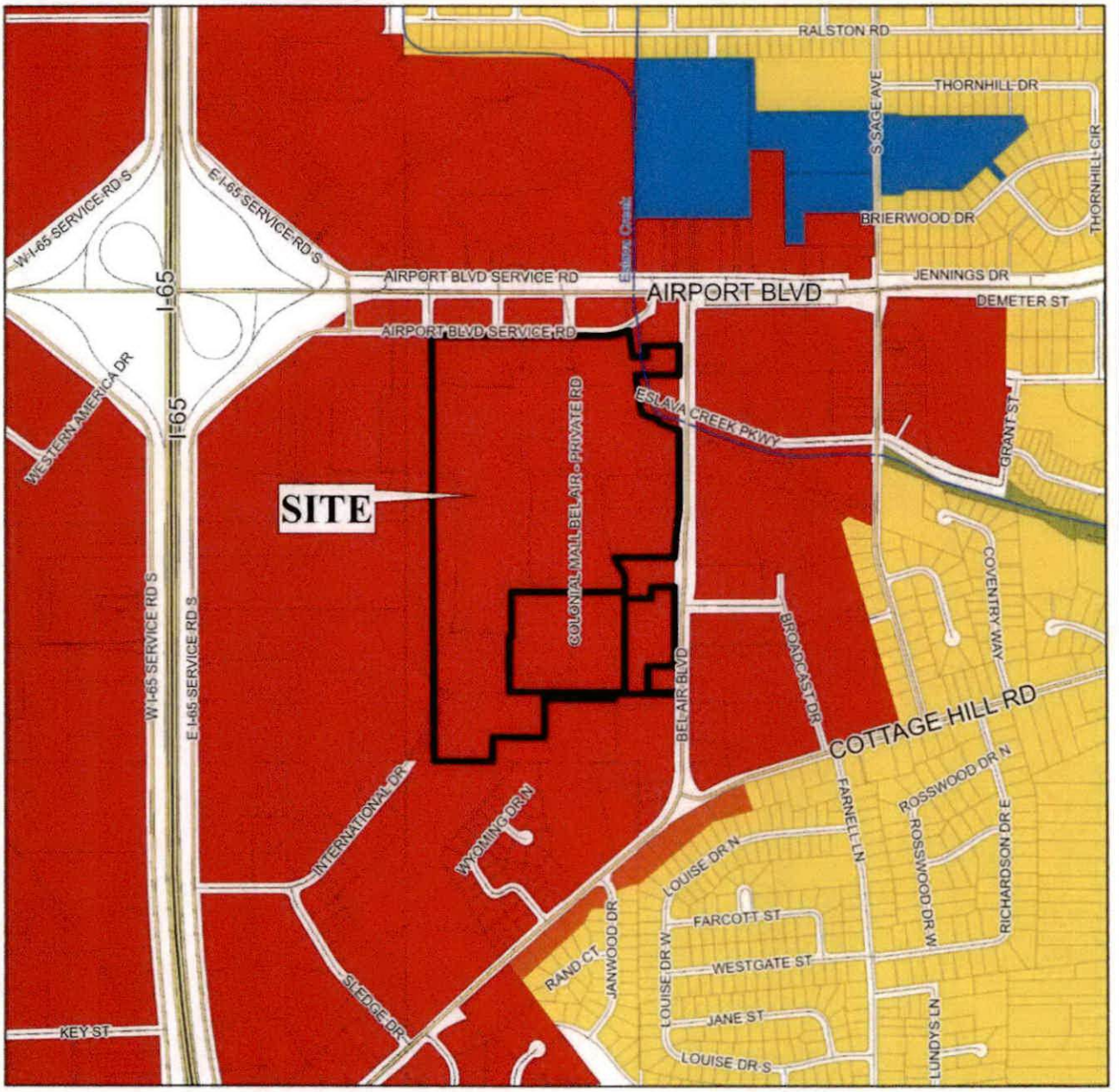
REQUEST Subdivision, PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

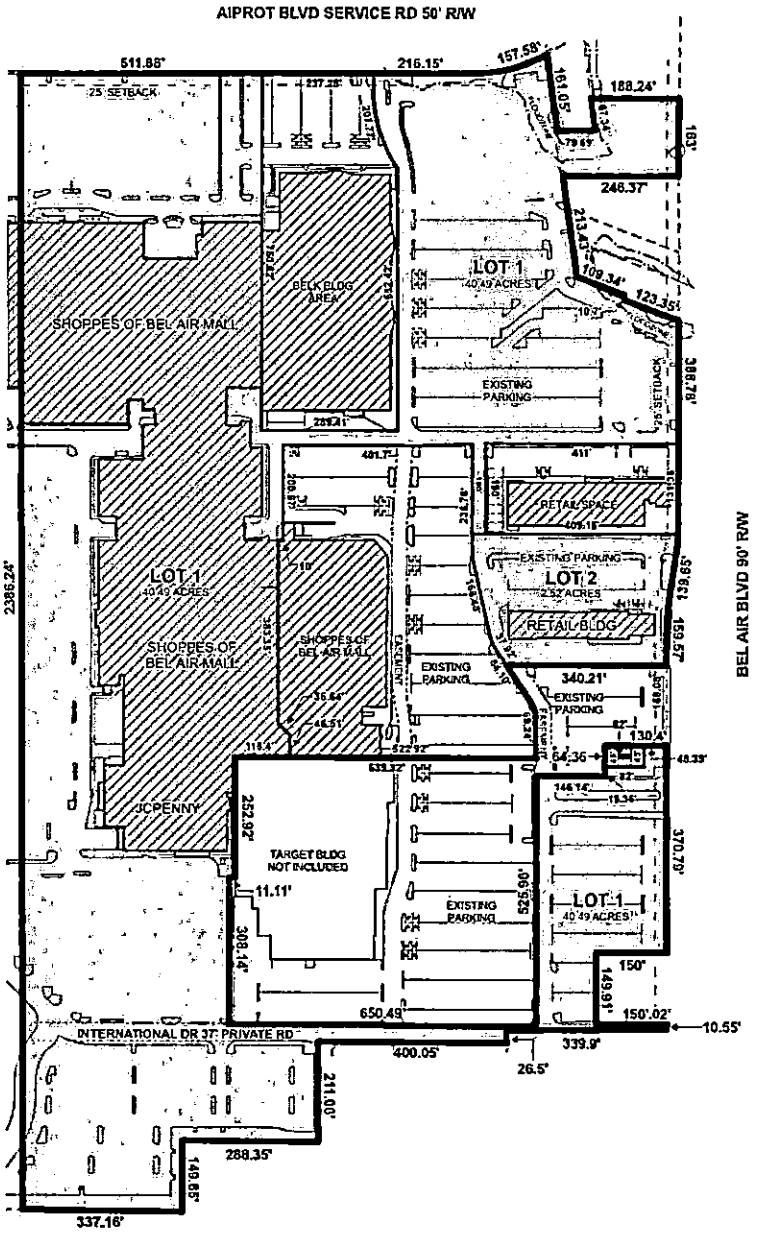
REQUEST Subdivision, PUD Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

SITE PLAN



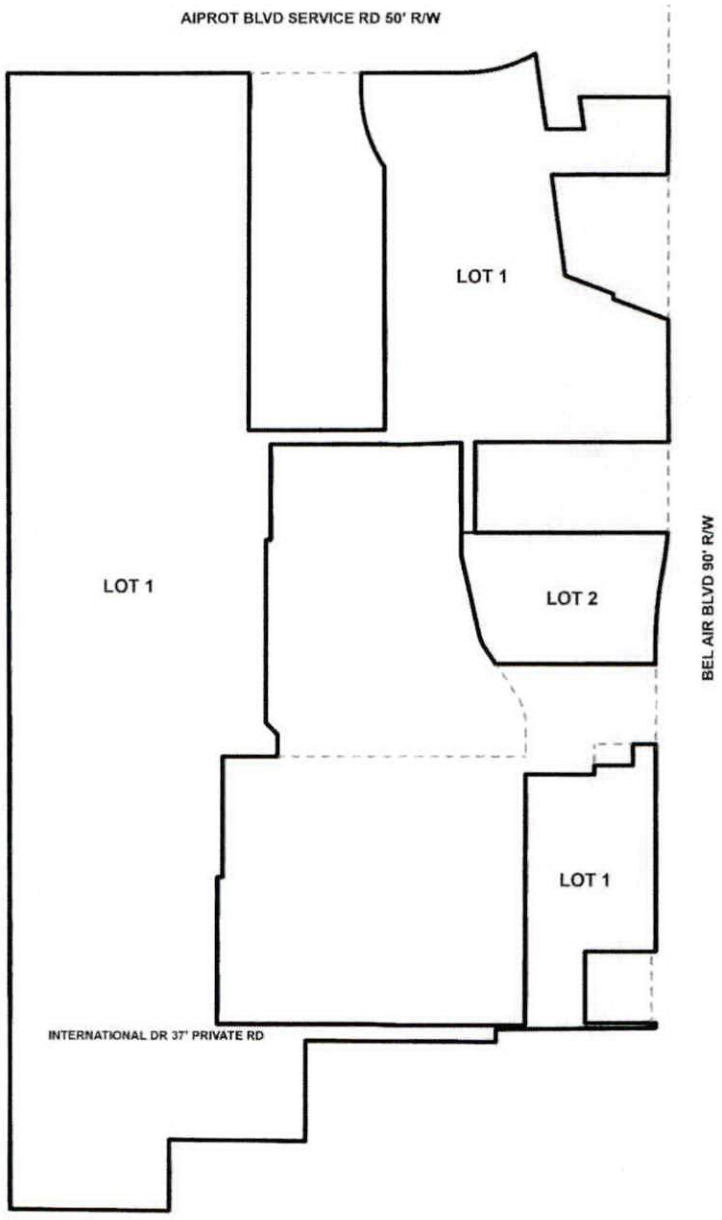
The site plan illustrates existing buildings, easements, parking areas, and proposed lots.

APPLICATION NUMBER	2	DATE	March 21, 2024
APPLICANT	Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 2 DATE March 21, 2024

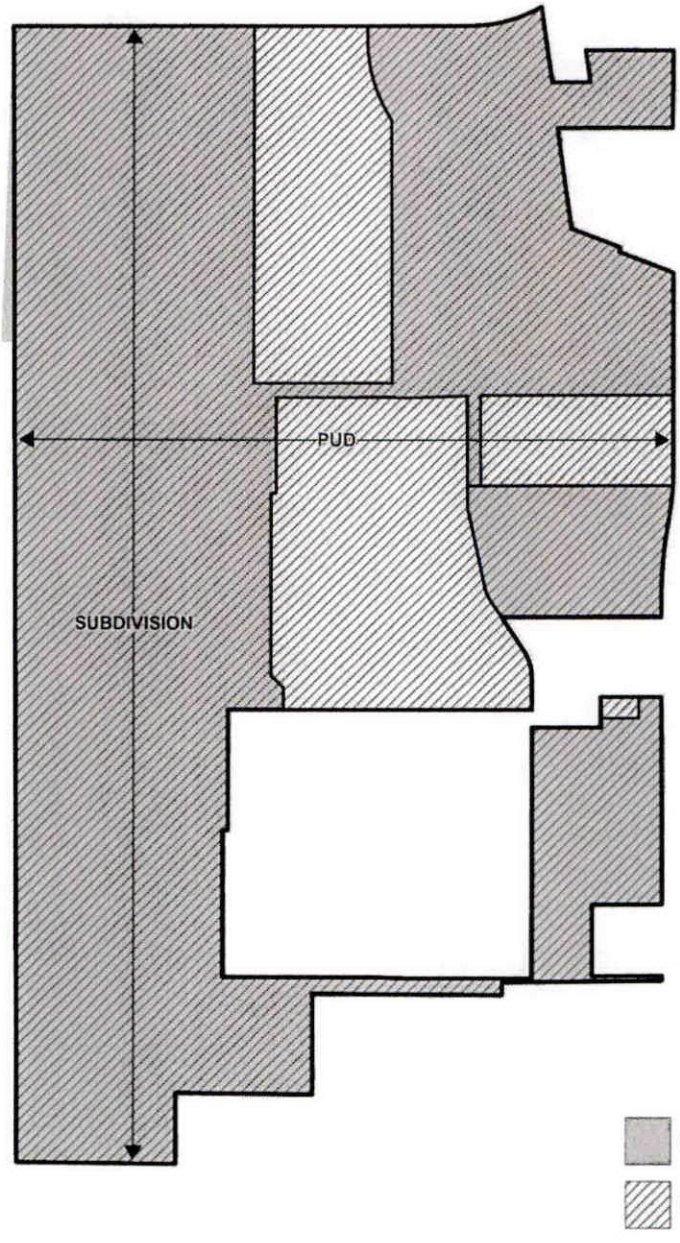
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

Planning Commission
February 22, 2024

Agenda Item # 8

SUB-002792-2023 & MOD-002804-2024

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3201 Airport Boulevard, 410 & 450 Bel Air Boulevard

Subdivision Name:
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

Applicant / Agent:
Felix Reznick, 4th Dimension Properties, LLC

Property Owner:
Bel Air Mall Realty Holding, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create two (2) legal lots of record from one (1) legal lot of record.
- Modification of a previously approved Planned Unit Development.

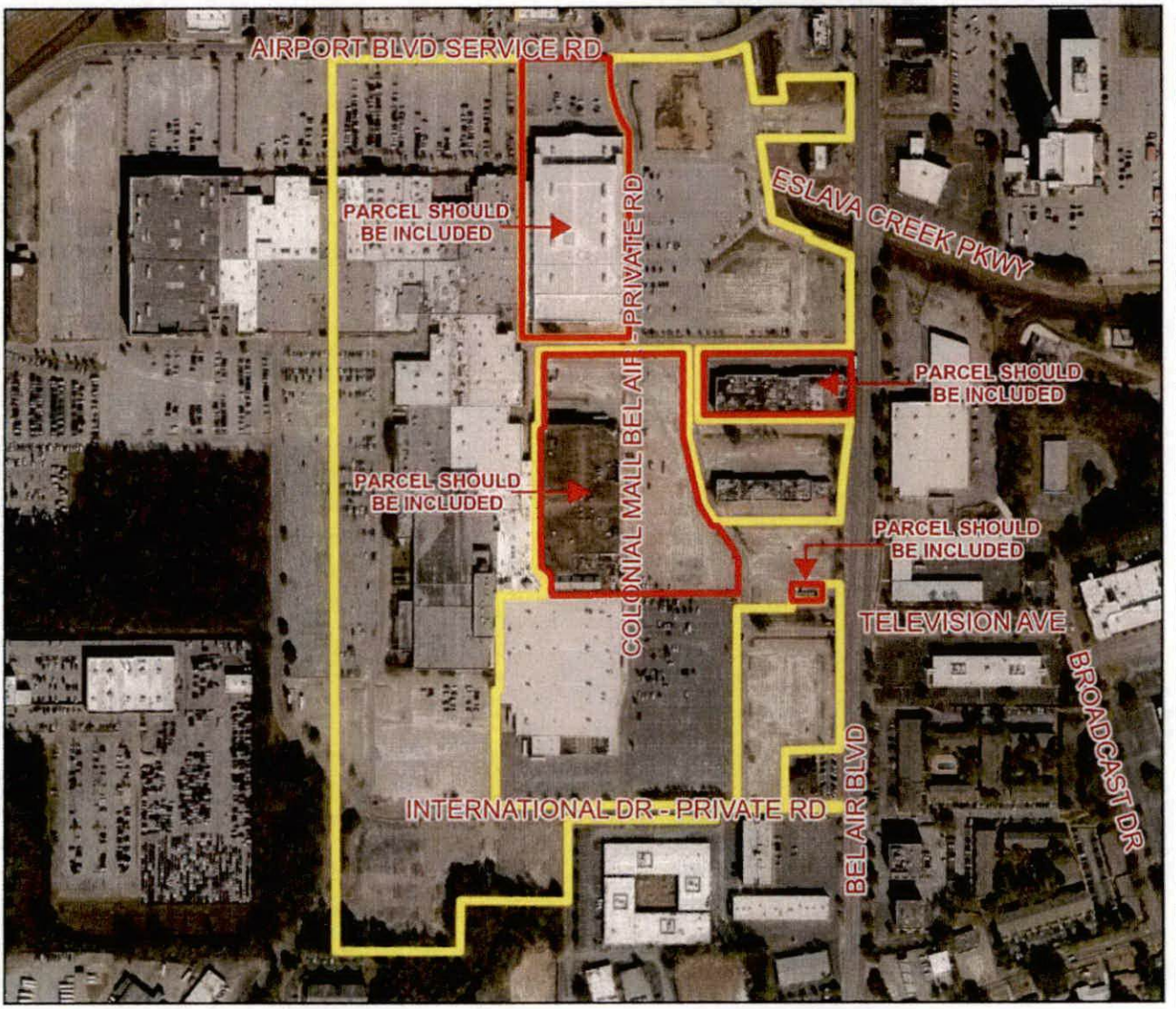
Commission Considerations:

1. Subdivision holdover to the March 21st meeting.
2. Modification of a previously approved Planned Unit Development holdover to the March 21st meeting.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Subdivision Considerations 5
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 8 DATE February 22, 2024	N
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision	
REQUEST Subdivision, PUD Modification	NTS

SITE HISTORY

The site has been before the Planning Commission several time for Subdivisions and Planned Unit Developments (PUDs). The most recent, approved on November 4, 2021, was the Bell Air Mall Subdivision, Resubdivision of Lot 2, and associated PUD to allow multiple buildings on a single building site and shared access and parking between multiple building sites. The Subdivision plat was recorded in Probate Court, and the PUD was completed.

The site has also had several sign variance applications over the years. In August 2012, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Versona) to have a total of three (3) wall signs. In April 2016, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Belk) to have a total of three (3) wall signs. Most recently, in June 2016, a sign variance was denied to allow an exterior wall sign for a tenant (Versona) without an individual entrance.

STAFF COMMENTS

Engineering Comments:

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

PLANNED UNIT DEVELOPMENT MODIFICATION COMMENTS:

Retain PLANNED UNIT DEVELOPMNET NOTES #2 - #7, as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The

minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of the subdivision application is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along two public streets, Airport Boulevard and Bel Air Boulevard, both with existing compliant rights-of-way, making no dedication necessary. International Drive is a private street contained on the proposed Lot 1, which has a 37' right-of-way. As a private street with curb and gutter, International Drive should have a right-of-way of 50', however the most recent Subdivision of this site, approved by the Planning Commission at its November 4, 2021 meeting did not require any additional right-of-way to be set aside, therefore it should not be required at this time.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in B-3 zoning districts. Their sizes are appropriately labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat; or, provision of a table on the Final Plat with the same information will suffice.

If approved, the Final Plat should retain the 25-foot minimum building setback along each street frontage, per Section 64-2-14.E. of the UDC for lots in B-3 zoning districts within the Suburban subdistrict.

There are several ingress and egress easements throughout the site. If approved, the note should be retained on the Final Plat, stating that no structures are to be placed in any easement, without the permission of the easement holder.

The proposed Lot 1 is an unusual shape, presumably to accommodate both the existing structures and associated lease parcels. As such, a waiver of Section 6.C.3. of the Subdivision Regulations may be appropriate.

Planned Unit Development Modification

The applicant is not proposing any physical changes to the site at this time. It is simply the desire of the applicant to create a new lot for an existing structure on the site, that they wish to sell to a new owner. As such, the existing PUD must be modified to alter the previously approved lot lines.

It should be noted that the PUD site plan correctly labels existing lots adjacent to the subject site, but does not clearly indicate that they are not a part of the subject Subdivision application. If approved, the Final Plat should be revised to clearly label adjacent lots and their associated Subdivision names as well as the associated map book and page or instrument number.

Additionally, the 2021 PUD included Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision, and a condition of approval for that PUD was "inclusion of Lots 3 and 4, Bel Air Mall Subdivision". As submitted, the site plan states that only Lot 1, Resubdivision of Lot 2, Bel Air Mall Subdivision is included. As such, the application should be heldover so that the applicant can revise the site plan to include the required parcels highlighted in red on the images on pages 2 and 10 in this report. The inclusion of these additional parcels will not result in any additional notifications being required. However, the consent of the owners of those parcels will be required.

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

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

It is recommended that the Subdivision be heldover to the March 21st meeting, so that it can be considered with the Modification to the Planned Unit Development.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

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

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

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

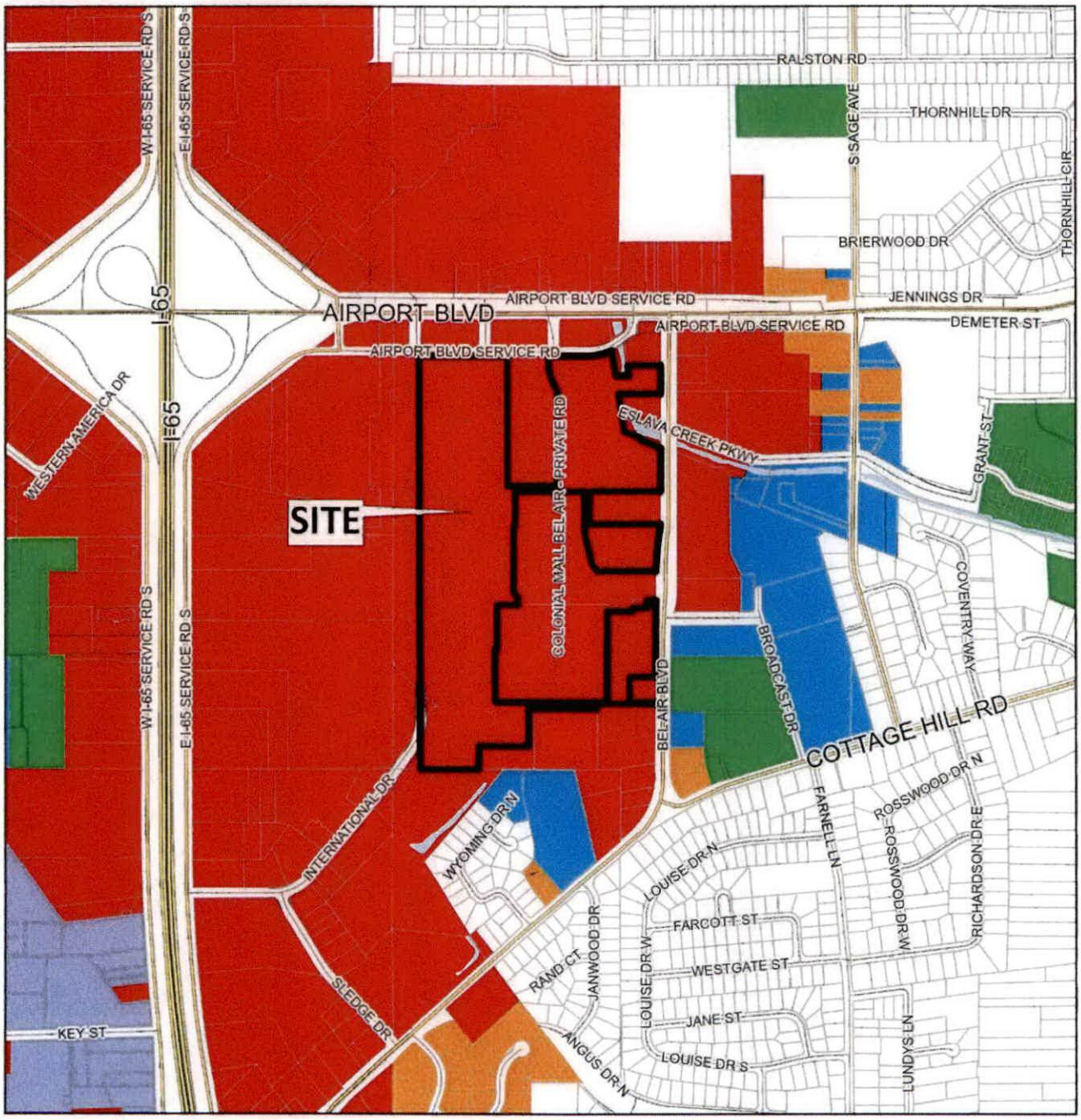
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public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

Considerations:

It is recommended that the Modification to the Planned Unit Development be heldover to the March 21st meeting, with revisions due by March 5th so that the applicant can address the following:

1) Revision of the site plan to include Lots 3 and 4, Bel Air Mall Subdivision as required by the 2021 PUD
2) Submittal of authorization of the property owners for Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision and Lots 3 and 4, Bel Air Mall Subdivision; and
3) Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE February 22, 2024

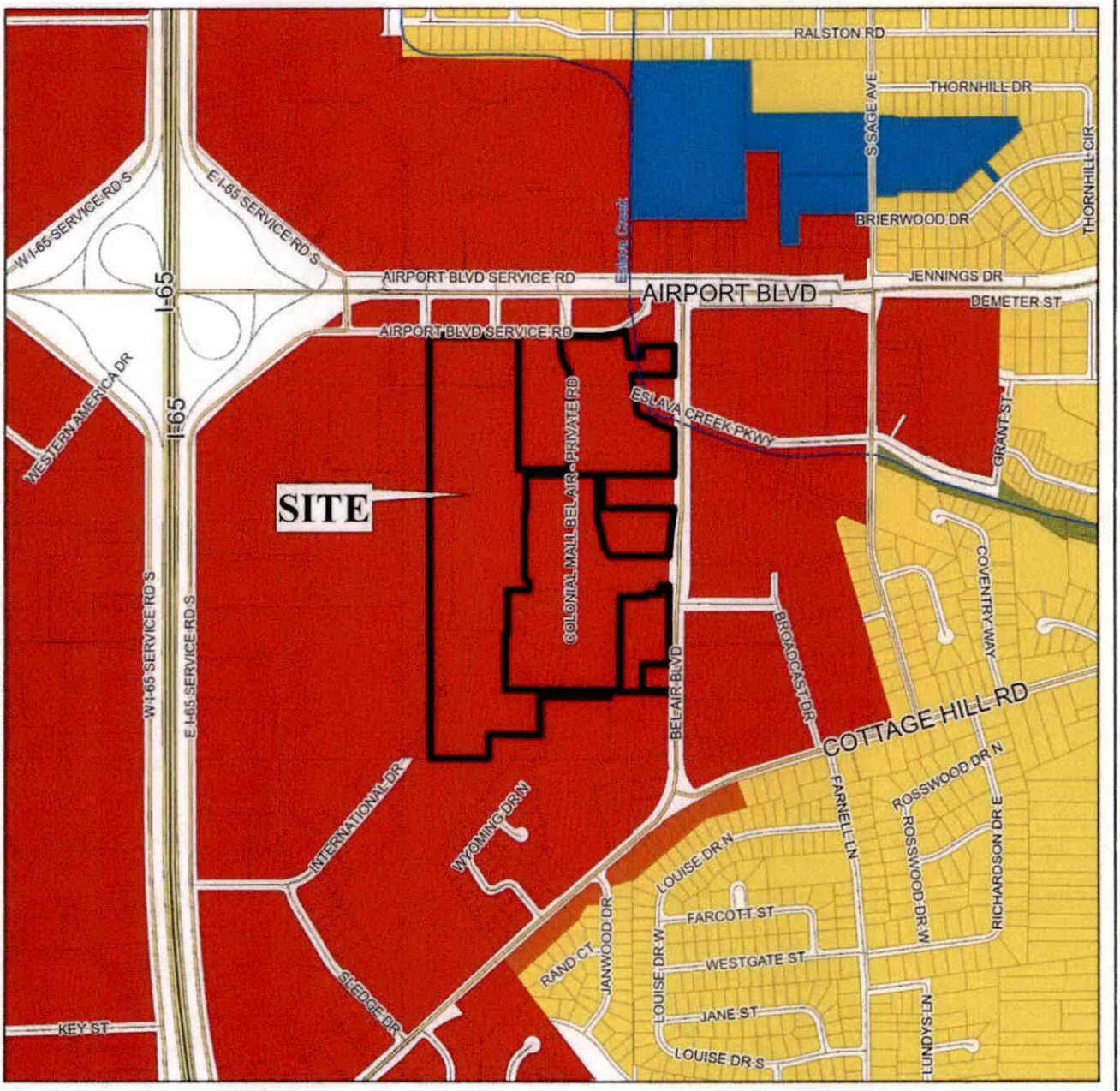
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE February 22, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 8 DATE February 22, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

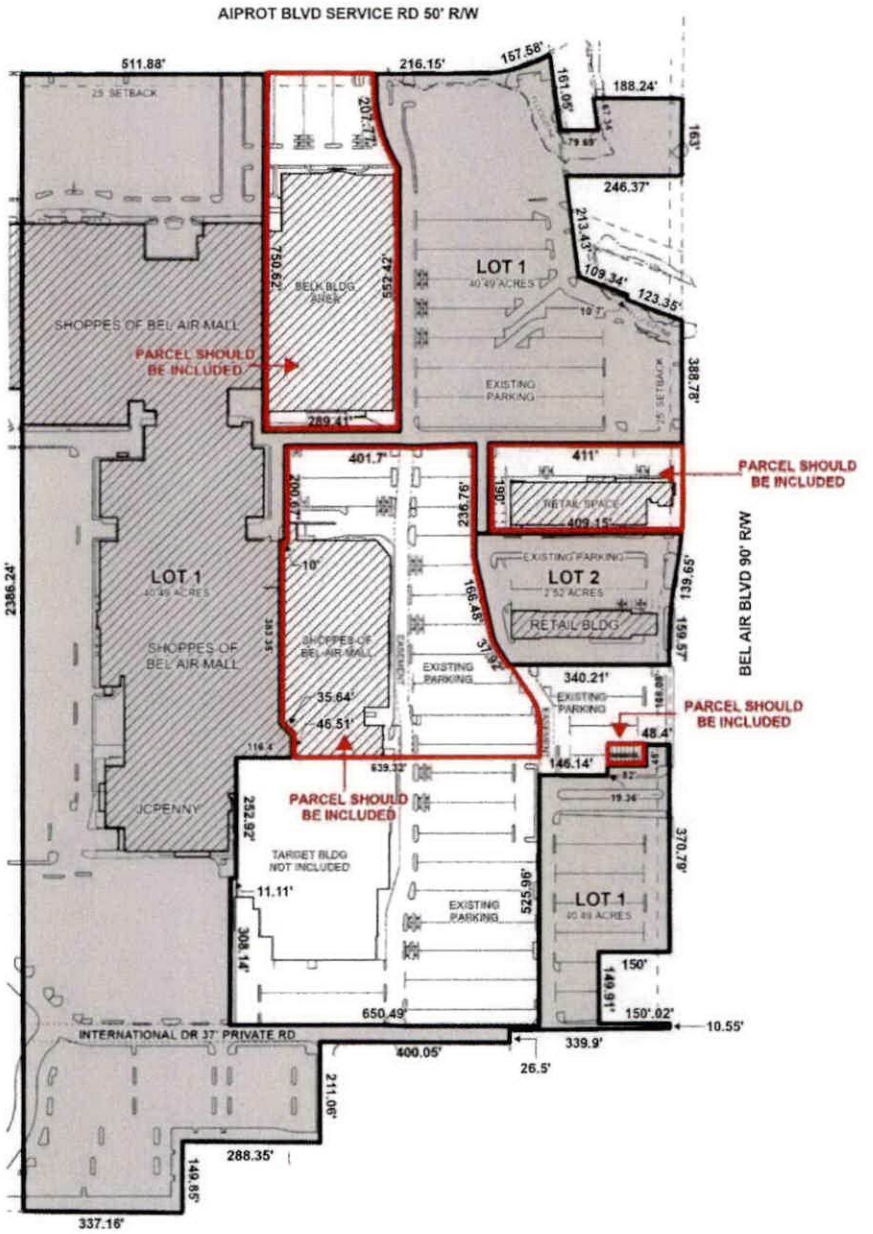
REQUEST Subdivision, PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates existing buildings, easements, parking areas, and proposed lots.

APPLICATION NUMBER	8	DATE	February 22, 2024
APPLICANT	Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX																
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/4/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 3:06 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
for Property Located at 3674 and 3680 Dauphin Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 7th day of **May, 2024,** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street to allow shared access parking between multiple building sites.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

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

WHEREAS, Planned Unit Developments (PUD) were approved on March 9, 1999 and February 13, 2007 to accommodate, in general, new construction and changes to parking and shared access on property located at 3674 & 3680 Dauphin Street and described as follows:

LOT 1-A-1
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'20"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 960.16 FEET, ARC LENGTH OF 84.04 FEET AND CHORD BEARING S63°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'20"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°50'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 0.696 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448,

AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.

LOT 1-B-1
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on December 5, 2023 allowing shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on January 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

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

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

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of May 14, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3674 & 3680 Dauphin Street.

The proposed amendment will modify Planned Unit Developments (PUD) that were approved for said location on March 9, 1999 and February 13, 2007. The owner of said property has applied for a Major Modification of the PUD allowing shared access and parking between multiple building sites. If approved, the major modification will allow shared access and parking between multiple building sites subject to the following proposed conditions 1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request; 2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder; 3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided; 4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code; 5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information; 6. Provision of the building sizes in square feet on the Final PUD site plan; 7. Retention of the rights-of-way along all streets on the Final PUD site plan; 8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and, 10. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, Planned Unit Developments (PUD) were approved on March 9, 1999 and February 13, 2007 to accommodate, in general, new construction and changes to parking and shared access on property located at 3674 & 3680 Dauphin Street and described as follows:

LOT 1-A-1
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'20"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 960.16 FEET, ARC LENGTH OF 84.04 FEET AND CHORD BEARING S63°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'20"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°50'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 0.696 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.

LOT 1-B-1
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK

70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on December 5, 2023 allowing shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on January 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

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

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

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
3674 & 3680 Dauphin Street
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 18, 2024 considered the request of ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites for the property located at 3674 & 3680 Dauphin Street.

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

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 22, 2024

ABML, LLC
Post Office Box 7475
Mobile, Alabama 36670

Re: 3674 & 3680 Dauphin Street
MOD-002781-2023
College Park Northwestern Quadrangle Subdivision, Unit 2, Resubdivision of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
District 7
Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites.

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

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

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

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

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

E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

Based on the Findings of Fact, the Planning Commission voted to recommend Approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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

The advertising fee for this application based on the current legal description is **$647.52**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
December 29, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 3674 & 3680 Dauphin Street
MOD-002781-2023
College Park Northwestern Quadrangle Subdivision, Unit 2, Resubdivision of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
District 7
Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites.

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
December 29, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 3674 & 3680 Dauphin Street
MOD-002781-2023
College Park Northwestern Quadrangle Subdivision, Unit 2, Resubdivision of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
District 7
Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites.

Dear Property Owner(s):

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

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

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

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

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

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

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A
☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
☐ **Planned Development** — Checklist C
■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	ABML, LLC	Evan Geerts
Firm:		Duplantis Design Group, PC (a.k.a. DDG)
Phone:	251.471.1000	251.930.5891
Email:	benson@wsinvestllc.com	egeerts@ddgpc.com
Address:	P.O. Box 7475, Mobile, AL 36670	3703 Old Shell Road, Mobile, AL 36608

	Owner	Design Professional
Name:	ABML, LLC	Evan Geerts
Firm:		Duplantis Design Group, PC (a.k.a. DDG)
Phone:	251.471.1000	251.930.5891
Email:	benson@wsinvestllc.com	egeerts@ddgpc.com
Address:	P.O. Box 7475, Mobile, AL 36670	3703 Old Shell Road, Mobile, AL 36608

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

3680 Dauphin Street, Mobile, AL 36608
Property Address

78,533 SF
Property Area (acres or square feet)

2806241000002.008
Parcel Number(s) or Key Number(s)

B-2
Present Zoning or Transect District

N/A
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

12-4-2023
Date

2023.12.05 11:05:02-06'00'

Applicant or Agent Signature (if applicable)

Date

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

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

Applicant or Agent Signature

12-4-2023
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

- ■ Planning Commission Application
- ☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The proposal does not materially change the previously approved PUD and therefore is not expected to change it's alignment with the comprehensive plan as would have been considered by planning on previous occasions. This request is to accommodate a corresponding subdivision request for a minor lot line adjustment between two parcels. The modification is consistent with the intent of the Suburban Center by its allowance of grater density, and enabling of the redevelopment of the former Atlanta Bread location.

   Mixed Commercial Corridor

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   The proposal does not change the character of the surrounding neighborhood. The two affected properties will remain largely as they are - as previously approved.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   The adjustment of the lot line will clean up the title for both affected tracts and enable a more straightforward and code-compliant redevelopment of the current Atlanta Bread site at such a time as redevelopment is viable.

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

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

6. Please provide the following information:

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

No proposed change.

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

No proposed change.

- Lighting:

No proposed change.

- Hours of operation:

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

The common lot line requires adjustment.

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

No changes to the previously approved plans outside the adjustment of the common lot line are proposed.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed lot line adjustment will clean up title and is expected to enable redevelopment of the former Atlanta Bread site in the future. Any redevelopment will follow the approval processes of the City of Mobile.

Application Submission
Contact Information

Name of Project RESUBDIVISION OF LOTS 1-A & 1-B, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 & 1-B-1

Address 3680 DAUPHIN STREET, MOBILE, AL 36608

Owner AMBL LLC

Address P.O. Box 7475, Mobile, AL Zip Code 36670

Phone 251.471.1000 Fax _____ Email BENSON@WSINVESTLLC.COM

Authorized Agent DDG - Evan M. Geerts

Address 3703 Old Shell Road, Mobile AL Zip Code 36608

Phone 2519305891 Fax _____ Email egeerts@ddgpc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer DDG - Evan M. Geerts

Address 3703 Old Shell Road, Mobile, AL Zip Code 36608

Phone 251-930-5891 Fax _____ Email egeerts@ddgpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Affidavit of Ownership and Authorization

We, the undersigned owners of the property described below and shown on the attached PUD plan, hereby:

1. Request a Subdivision and PUD Modification as noted on the application documents for the subject property.
2. Grant permission, if required, to the City of Mobile or its agent(s) to erect a sign on said property for the purposes of public notice associated with the requested action(s).
3. Authorize the agent(s) listed below to act on our behalf in the subject application with the City of Mobile and the boards, commission, committees, or other public bodies thereof, and other Authorities Having Jurisdiction associated with the action requested.
4. Acknowledge that we have read and understood the requirements and procedures for such application and the laws, codes, and regulations pertaining thereto.

Petitioned Property

Address: 3680 Dauphin Street, Mobile, AL 36608 & 3674 Dauphin Street, Mobile, AL 36608

Section: 24 Township: 4S Range: 2W

Parcel Number(s): 2806241000002.008

Authorized Applicant

Name: Evan M. Geerts or designee

Company: Duplantis Design Group, PC

See pages 2-3 for individual owner signatures.

Owner(s) of Petitioned Property

Parcel ID, Lot #:	2806241000002.008
Parcel Owner:	ABML, LLC
Mailing Address:	P.O. Box 7475
City, State & Zip:	Mobile, AL 36670
Email:	benson@wsinvestllc.com
Phone:	251.471.1000
Signature:	
Printed Name:	John White-Spunner
Date:	12-4-2023
Title:	

Parcel ID, Lot #:	R022807253000001.13
Parcel Owner:	
Mailing Address:	
City, State & Zip:	
Email:	
Phone:	
Signature:	
Printed Name:	John White-Spunner
Date:	12-4-2023
Title:	

RESUBDIVISION OF LOTS 1-A & 1-B, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 & 1-B-1

SITUATED IN
SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
ST. STEPHENS MERIDIAN
CITY OF MOBILE
MOBILE COUNTY, ALABAMA

NOTES: MEASURED BEARINGS BASED ON GRID NORTH, ALABAMA ... LANE WEST ZONE NAD 83 AS DERIVED FROM GPS OBSERVATIONS USING THE OPUS UTILITY (2023.63).

COORDINATES SHOWN ARE GROUND, EXPRESSED IN US SURVEY FEET, AS DERIVED FROM THE GRID COORDINATE VALUES OF (N:1305556.4910 E:1770280.2130) FOR CONTROL POINT 1, A CAPPED 5/8" IRON ROD SET, VALUES FOR CONTROL POINT 1 ARE ALABAMA STATE PLANE WEST ZONE NAD 83 AS DETERMINED BY GPS OBSERVATIONS USING THE OPUS UTILITY (2023.63), COMBINED FACTOR: (1.0000811 7), CONVERGENCE ANGLE: (-0°19'16.56")

REFERENCES:

1. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 1 INTO LOTS 1-A AND 1-B, BY DONALD F. COLEMAN, PLS; DATED 02/13/1989; RECORDED IN MAP BOOK 61, PAGE 83.
2. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 2-A INTO LOTS 1 AND 2, BY DONALD F. COLEMAN, PLS; COMPLETED IN 1984, RECORDED IN MAP BOOK 70, PAGE 83.

LEGEND

- ● 5/8" IRON ROD FOUND
- ○ 5/8" CAPPED IRON ROD SET
- (R) REFERENCE
- (M) MEASURED
- PROPERTY LINE
- PREVIOUS PROPERTY LINE
- ADJACENT PROPERTY LINE
- SERVITUDE/EASEMENT LINE
- BUILDING SETBACK LINE
- CONCRETE

WETLANDS NOTE:

FROM HISTORICAL DATA SHOWN ON NATIONAL WETLANDS INVENTORY (20 DATABASE PART OF THE PROPERTY WAS DOCUMENTED BY FRESHWATER FORESTED/ SHRUB WETLANDS. IT IS ASSUMED BY SIDE THAT MITIGATION HAD BEEN PROVIDED IN THE PAST, AS THIS IS A DEVELOPED SITE CURRENTLY.

FLOOD ZONE NOTE:

SURVEYOR HAS CONSULTED THE FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR THIS LOCATION AND FOUND THAT THE SUBJECT PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FLOOD ZONE: "X"
BASE FLOOD ELEVATION: NOT INDICATED
COMMUNITY PANEL NO. 0108720534L
EFFECTIVE DATE: 06/05/2020
[CONTACT CITY OF MOBILE FOR ADDITIONAL ELEVATION REQUIREMENTS.]

ACCEPTANCE OF OWNER

BY:
STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT

WHOSE NAME AS OWNER/MANAGER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS WITHIN INSTRUMENT, HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE DAY OF:

NOTARY PUBLIC

PLANNING COMMISSION

PLANNING COMMISSION

TRAFFIC ENGINEER

PLANNING COMMISSION

CITY ENGINEER

CITY ENGINEER

PLAN

VICINITY MAP

NOT TO SCALE

LOT 1-A-1

THAT CERTAIN PIECE OR PARCEL OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'26"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 940.16 FEET, ARC LENGTH OF 84.24 FEET AND CHORD BEARING S62°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'26"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°36'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 0.598 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.

LOT 1-B-1

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY S59°36'54"W A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING, MARKED BY A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'26"E A DISTANCE OF 358.47 FEET TO A CAPPED 5/8" IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 940.16 FEET, ARC LENGTH OF 118.98 FEET AND CHORD BEARING S57°37'42"W A DISTANCE OF 118.90 FEET TO A 5/8" IRON ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, ARC LENGTH OF 43.54 FEET AND CHORD BEARING N76°40'45"W A DISTANCE OF 38.24 FEET TO A 5/8" IRON ROD FOUND; THENCE N27°47'14"W A DISTANCE OF 198.63 FEET TO A CAPPED 5/8" IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 140.80 FEET, ARC LENGTH OF 224.81 FEET AND CHORD BEARING N18°31'29"E A DISTANCE OF 200.83 FEET TO A 5/8" IRON ROD FOUND; THENCE N59°36'54"E A DISTANCE OF 4.07 FEET TO A CAPPED 5/8" IRON ROD SET AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 1.107 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.

NOTES:

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01087C0534L, DATED 06/05/2020 AND IS SHOWN TO BE IN FLOOD ZONE "X".
2. NO STRUCTURE SHALL BE LOCATED IN ANY EASEMENTS UNLESS APPROVED BY THE EASEMENT HOLDER.
3. 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 15 AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT.
5. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT THE TIME OF A NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
6. ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREA, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
8. 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 THE 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 IN HISTORIC DISTRICTS AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.
9. 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 ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED BUILDINGS.
10. BEARINGS AND DISTANCES ON THE PLAT ARE BASED ON AND REFERENCED TO THE ALABAMA STATE PLANE COORDINATES SYSTEM GRID (NAD 83 – WEST ZONE)
CONVERGENCE ANGLE: -0.317522000
SCALE FACTOR: 0.999979166
11. NO STRUCTURES ARE ALLOWED IN ANY EASEMENTS WITHOUT THE EASEMENT HOLDER'S PERMISSION.
12. AS SHOWN ON THE 1984 AERIAL PHOTOS (FLIGHT 25 – #79) LOT 1-A-1 AND LOT 1-B-1 WILL RECEIVE HISTORICAL CREDIT OF EXISTING (1984) IMPERVIOUS AREA TOWARDS STORMWATER DETENTION REQUIREMENT PER MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL) AS FOLLOWS: LOT 1-A-1 – NONE, AND LOT 1-B-1 – NONE.
13. A 25' RIPARIAN BUFFER, MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
14. SITE IS LIMITED TO DRIVEWAYS AS SHOWN ON THE APPROVED PUD PLAN WITH SIZE, LOCATION, AND DESIGN TO BE APPROVED BY ALDOT (WHERE APPLICABLE) AND TRAFFIC ENGINEERING AND CONFORM TO ARDOT STANDARDS. REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6.B OF THE CITY'S ZONING ORDINANCE.

ZONING: B-2 SUBURBAN - NEIGHBORHOOD BUSINESS DISTRICT

LOT AREA (MINIMUM):	7,200 SQUARE FEET
DENSITY (MAXIMUM):	23 DWELLING UNITS/ACRE
COVERAGE (MAXIMUM):	50%
HEIGHT (MAXIMUM):	45 FEET
FRONT YARD (MINIMUM):	25 FEET
SIDE YARD (MINIMUM):	0 OR 3 FEET/AND REQUIRED BUFFER
REAR YARD (MINIMUM):	0 OR 5 FEET/AND REQUIRED BUFFER
LANDSCAPING PERCENT:	15%

SITE DATA

TOTAL AREA	1.803 ACRES/78,533 SQUARE FEET
LOTS:	2
LARGEST LOT:	1-B-1/48,237 SQUARE FEET
SMALLEST LOT:	1-A-1/30,298 SQUARE FEET

OWNER/APPLICANT:
ABM, LLC
PO BOX 7475
MOBILE, AL 36670-0475

Curve Table

CURVE #	ARC LENGTH	RADIUS	CHORD BEARING AND DISTANCE	REFERENCE ARC LENGTH	REFERENCE RADIUS	REFERENCE CHORD BEARING AND DISTANCE
C1	350.00'	940.16'	N59°36'54"E \ 350.00'	350.10'	940.16'	N59°36'54"E \ 350.00'
C2	43.54'	25.00'	N76°40'45"W \ 38.24'	43.47'	25.00'	
C3	224.81'	140.80'	N18°31'29"E \ 200.83'	224.27'	140.80'	
C4	84.24'	940.16'	S62°41'07"W \ 84.01'			
C5	118.98'	940.16'	S57°37'42"W \ 118.90'			

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 OF SURVEY: 08/29/2023

DEVON C. RICHARD, P.L.S.| AL REG. 30498
REGISTERED PROFESSIONAL LAND SURVEYOR
DRICHARD@DDGPC.COM

PRELIMINARY - NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

© 2022 DUPLANTIS DESIGN GROUP, P.C.

RESUBDIVISION
MOBILE, ALABAMA
CITY OF MOBILE, MOBILE COUNTY
ABM, LLC

DDG
16564 E. BREWSTER ROAD | SUITE 101
COVINGTON, LA
985.249.0180
SURVEY

PROJECT NO: 23-1448
23-1448_SD_20230831.DWG
08/28/2023

CHECKED: DCR
DRAWN BY: SLM

SHEET NAME
1-1

AMBL LLC
PO BOX 7475
MOBILE, AL 36670

AMBL LLC
PO BOX 7475
MOBILE, AL 36670

SPRINGHILL COLLEGE C/O LEGACY VILLAGE, LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

3700 DAUPHIN LLC, AN ALABAMA LLC
61 JORDAN LANE
MOBILE, AL 36608

SPRINGHILL REALTY ASSOC., AN ALABAMA GENERAL PARTNERSHIP
3701 DAUPHIN STREET
MOBILE, AL 36608

LEGACY VILLAGE SHOPPING CENTER LLC, C/O MORRISON INVESTMENT GROUP LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

DAUPHIN WAY BAPTIST CHURCH
3661 DAUPHIN STREET
MOBILE, AL 36604

DAUPHIN 65 LLC
118 N ROYAL ST, STE 700,
MOBILE, AL 36602

ZUNDEL PROPERTIES L L C
3670 DAUPHIN ST
MOBILE, AL 36606

DAUPHIN SPRINGHILL CENTER
3279 AIRPORT BLVD
MOBILE, AL 36606

SMARTBANK
5401 KINGSTON PIKE, STE 600
KNOXVILLE, TN 37919

MILLER DAN A
213 LANIER AVE
MOBILE, AL 36607

DUPLANTIS DESIGN GROUP
3703 OLD SHELL RD
MOBILE, AL 36608

Agenda Item #: 4

SUB-002700-2023 & MOD-002781-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3674 & 3680 Dauphin Street

Applicant / Agent:
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)

Property Owner:
ABML, LLC

Current Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

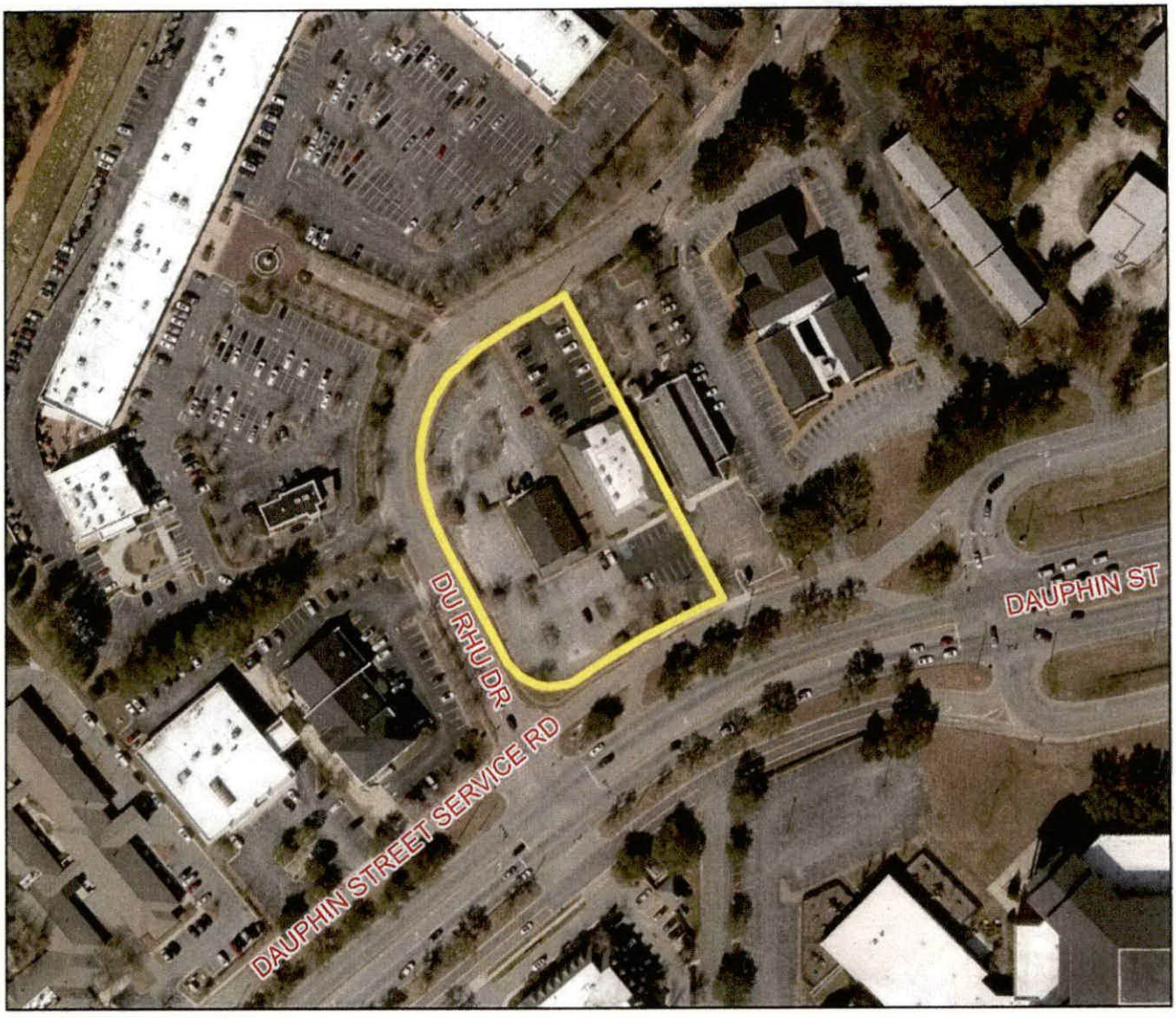
Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 4 DATE January 18, 2024

APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The site is part of Lot 2 of the original 30-lot, College Park Northwestern Quadrangle Unit Two Subdivision, the plat for which was recorded in Mobile County Probate Court in 1970.

In April 1986 the Planning Commission approved a Planned Unit Development (PUD) for Lot 2 of the aforementioned subdivision to allow three (3) office buildings with retail facilities on a single building site, with shared access and parking. The Commission also recommended approval of rezoning the site from B-1, Buffer Business District, to B-2, Neighborhood Business District, the ordinance for which was adopted by City Council at its May 27, 1986 meeting.

Subdivision of the aforementioned Lot 2 into three (3) lots (Lots 2-A, 2-B, and 2-C) was approved by the Commission in March 1995, and subsequently recorded in Probate Court. A plat recorded in Probate Court in June 1996 illustrates the subdivision of "Lot 2-A" into two (2) lots, labeled "Lots 1 and 2".

In October 1998 the Planning Commission approved a request to subdivide Lot 1 (of the previous Lot 2-A) into two (2) lots, labeled "Lots 1-A and 1-B".

Amendments to the PUD approved in 1986 were administratively reviewed and approved by Planning staff in 1996, 1999, and 2007 to accommodate, in general, new construction and changes to parking and shared access. The PUD approvals from 1999 and 2007 overlay Lots 1-A and 1-B of the site's most recent subdivision (1998). As such, the Major Modification request seeks to amend these approvals to reflect the changes proposed by the concurrent subdivision request.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add legible street names to the vicinity map.
C. Show and label the flood zone as X(unshaded).
D. Revise the signature block for the Traffic Engineer from "PLANNING COMMISSION" to "TRAFFIC ENGINEER".
E. Revise NOTE #12 from "...(FLIGHT 25 - #79)..." to "...(FLIGHT 24 - #76)...".
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002781-2023)

1. Revise the drawing name from RESUBDIVISION to PUD Site Plan.

2. Delete the three (3) City signature blocks, Surveyor Certification, and the other unnecessary items from the Site Plan.
3. Add the following notes to the PUD Site Plan:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
    b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
    c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
    d. 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.
    e. 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.
    f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The purpose of this subdivision request is to shift a shared property line by resubdividing two (2) existing legal lots of record into two (2) new legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lots 1-A-1 and 1-B-1 both have frontage along Du Rhu Drive, a Minor street with curb and gutter requiring a 50-foot right-of-way, and Dauphin Street, a Minor Arterial street requiring a 100-foot right-of-way. The Preliminary Plat illustrates sufficient right-of-way for both streets; therefore, no additional dedication should be required and, if approved, should be retained on the Final Plat.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-2, Neighborhood Business Suburban District. Each lot is labeled with its size in both square feet and acres on the Preliminary Plat. If approved, this information should be retained on the Final Plat, or a table should be provided on the Final Plat with the same information.

A 25-foot minimum building setback line is illustrated along all frontages in compliance with Article 2 Section 64-2-13.E. of the UDC for lots in a B-2, Neighborhood Business Suburban District. If approved, this information should be retained on the Final Plat.

The Preliminary Plat illustrates existing ingress/egress easements as they were depicted on the 1998 recorded plat. However, with the proposed shift in lot lines these easements should either be revised on the Final Plat to facilitate continued shared access between proposed Lots 1-A-1 and 1-B-1; or the easements should be eliminated considering the modified PUD, if approved, will continue to facilitate shared access between the proposed lots.

It should be noted that the subject site also shares access with the adjacent site to the East, which is facilitated by the original PUD. No changes to that site's property lines are proposed by the subdivision request, and if the PUD modification request is approved, each of the lots will continue to share access; however, if an additional easement is provided for cross-access between the lots, this information will need to be illustrated on a revised plat.

Lastly, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

Planned Unit Development Modification

The most recently approved Administrative PUD in 2007 allowed multiple buildings on a site consisting of multiple lots with shared parking and access. However, the 2007 Administrative PUD did not include both subject parcels in its request as it only affected proposed Lot 1-B-1 (known as Lot 1-B at the time). Since the 2007 Administrative PUD did not include both parcels, the application before the Commission today will be to modify not just the 2007 PUD approval, but also the 1999 PUD approval as it was the most recent request to include both parcels.

A detailed description of the proposed Modification request is available via the link on page 1 of this report. In summary there are no proposed physical modifications to the PUD site; the applicant is simply amending the PUD to reflect the proposed change to an interior lot line.

The site plan reflects the changes proposed by the Subdivision request, and illustrates that both proposed lots are developed with buildings and associated parking facilities. If approved, the PUD site plan should be revised to reflect any revisions to easements as detailed in the Subdivision Planning Comments above.

A note on the site plan states no structures are allowed in any easements without the easement holder's permission. If approved, this note should be retained on the Final PUD site plan.

It should be noted that, while parking is illustrated, no information is provided for staff to verify the site has an adequate number of parking spaces. As such, if approved, revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site should be required, along with the number of parking spaces provided.

A 25-foot minimum building setback line is illustrated along all frontages in compliance with Article 2 Section 64-2-13.E. of the UDC for lots in a B-2, Neighborhood Business Suburban District. If approved, this information should be retained on the Final site plan.

The size of each proposed lot is depicted in both square feet and acres and should be retained on the Final PUD site plan, if approved. The PUD site plan does not provide the size of existing commercial structures in square feet as required by Article 10 Section 64-10-3.E.3(c) of the UDC. As such, the Final PUD site plan should be revised to provide this information.

The rights-of-way for each abutting street are also illustrated on the site plan and should be retained on the Final PUD site plan, if approved.

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

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

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

1. Retention of the rights-of-way widths along Du Rhu Drive and Dauphin Street;
2. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
4. Revision of the Final Plat to illustrate modified ingress/egress and parking easements between Lot 1-A-1 and Lot 1-B-1;
5. Revision of the Final Plat to provide any proposed ingress/egress easement between Lot 1-A-1 and Lot 2 abutting to the East;
6. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;

7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

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

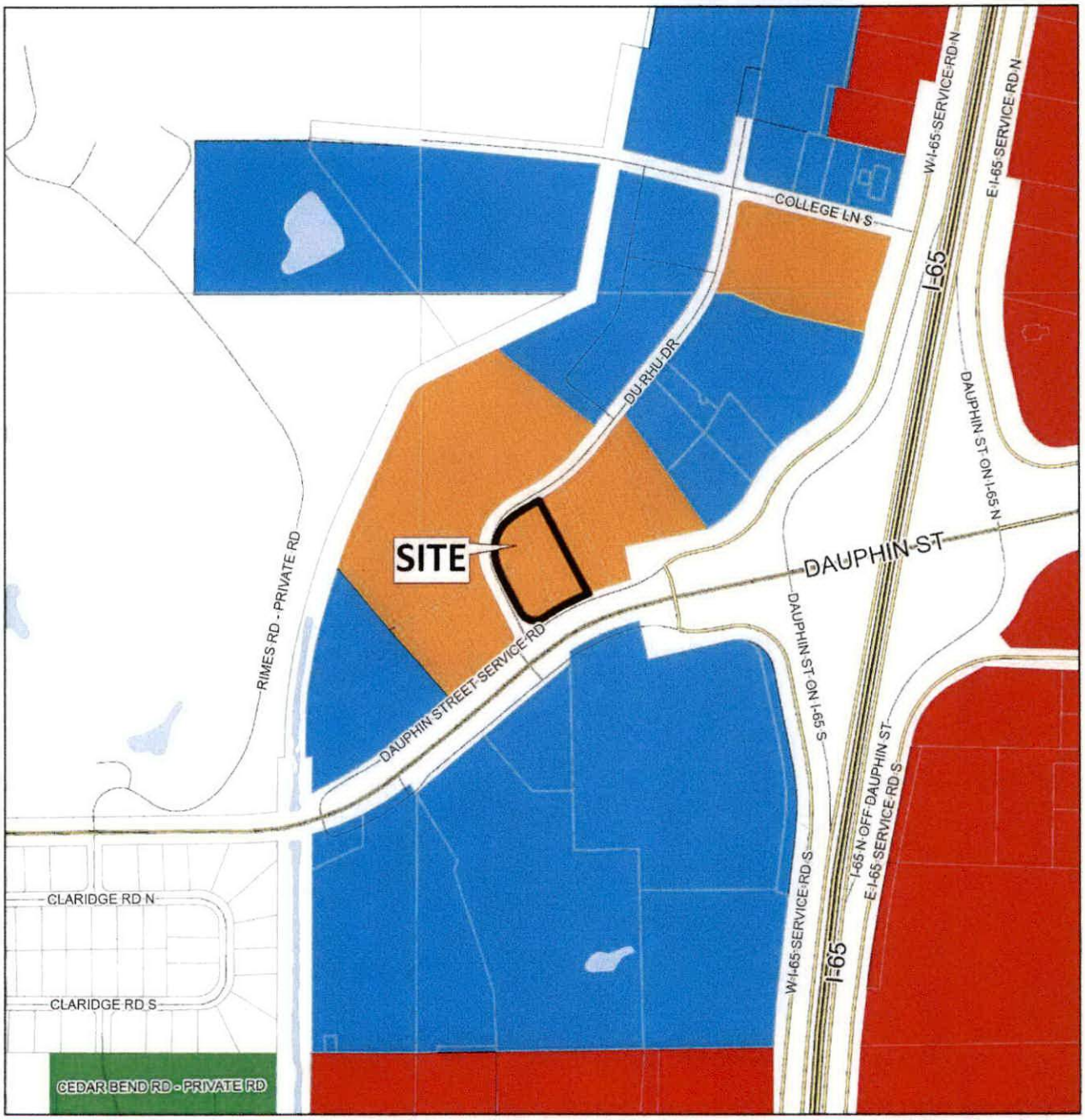
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development;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

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

If approved, the following conditions could apply:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE January 18, 2024

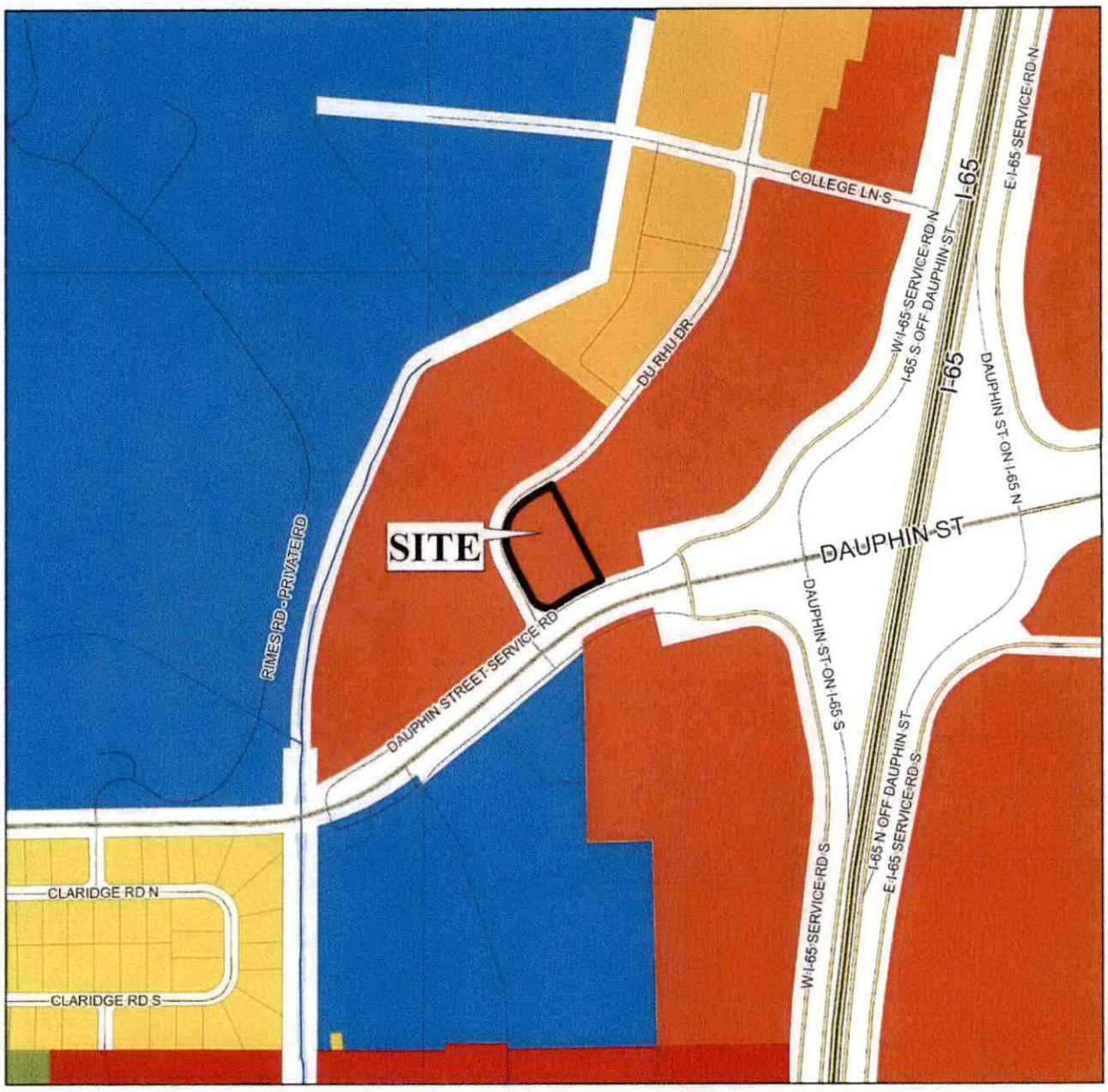
APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE January 18, 2024

APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1

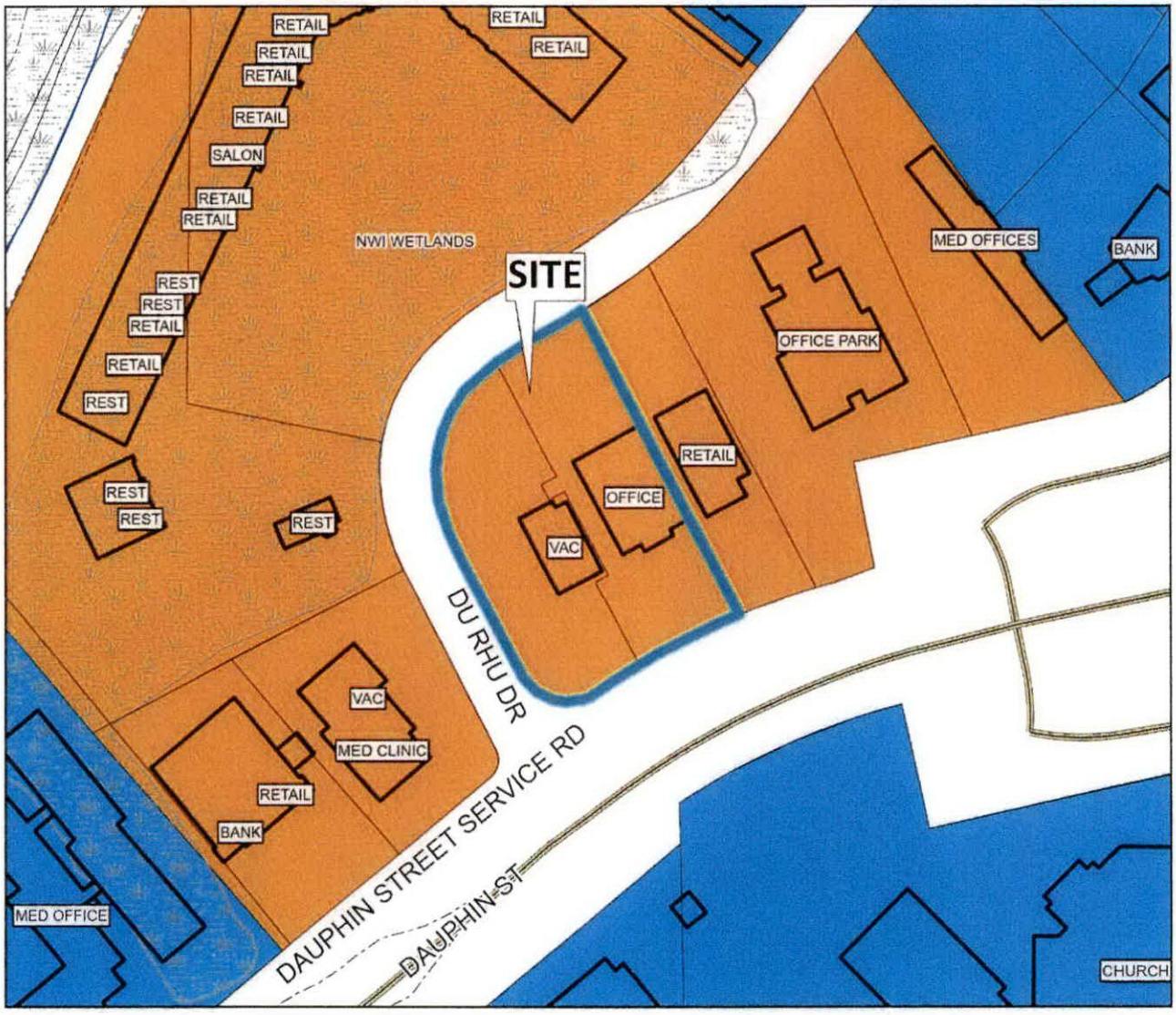
REQUEST Subdivision, PUD Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 4 DATE January 18, 2024

APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1

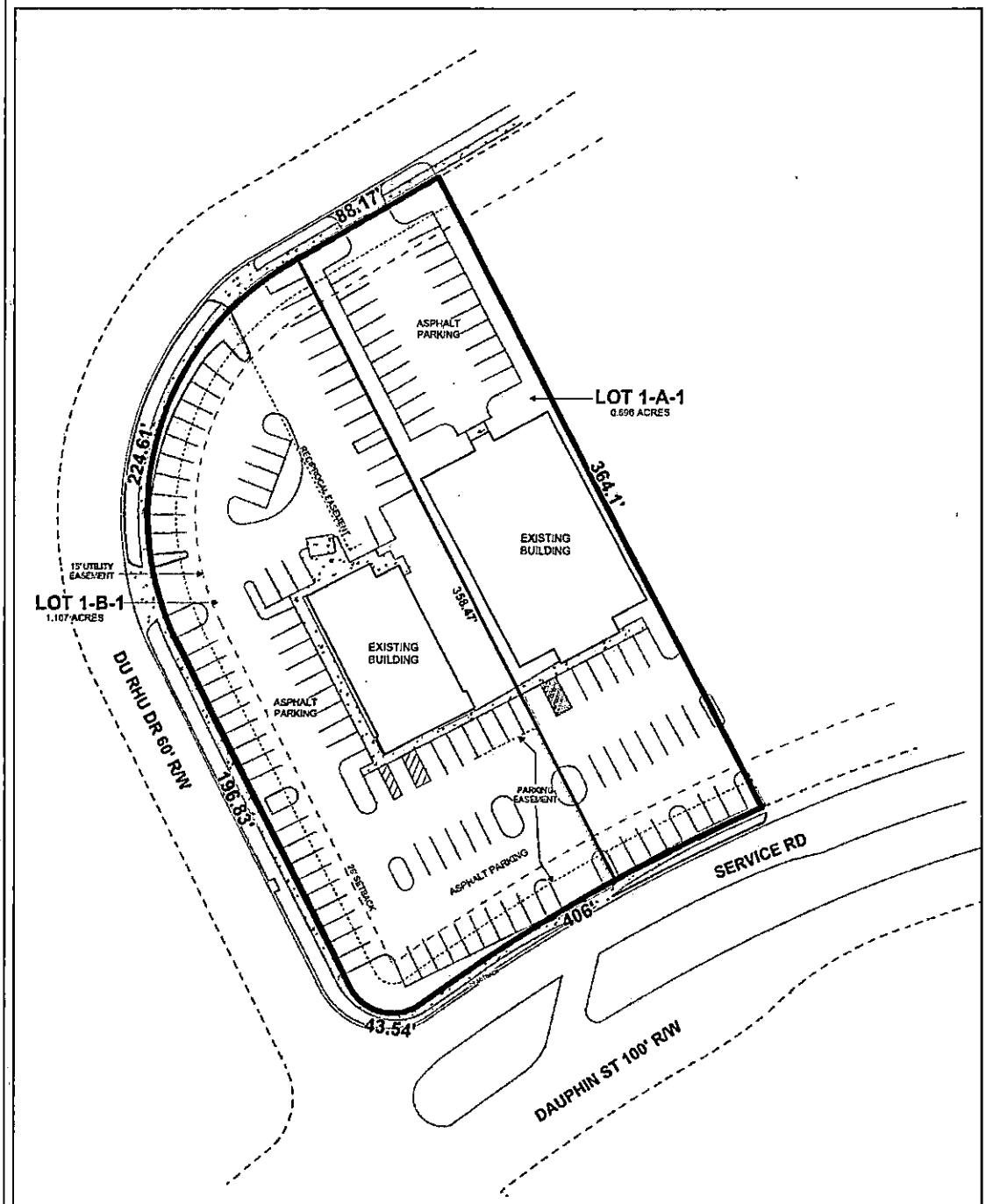
REQUEST Subdivision, PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



APPLICATION NUMBER	4	DATE	January 18, 2024
APPLICANT	College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1		
REQUEST	Subdivision, PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (W/DW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember - William Carroll Distict 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

3/19/2024

Funding Source

Project # 550 Osage Street - ME-140-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 550 Osage Street	Cover Memo	3/11/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/14/2024 - 11:34 AM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **550 OSAGE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7 and 8;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **550 OSAGE STREET** described as:

N 150 FT OF LOT 46 BLK 1 NE ESES 2ND ADD TO TOULMINVILL E MBK 4/250 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 29 02 44 0 022 072

Last Assessed to: WATTS PATRICIA J

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 11, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 19, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **550 OSAGE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **WATTS PATRICIA J** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 022 072
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

550 OSAGE ST

Property Details

PARCEL KEYX	00684977	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	81	SCORE DESCRIPTION	Demo

Notes

Tree

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 11-14-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/11/2024

Property Address: 550 Osage Street **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 08 2024

Manzie
Works For
ME!
Mobile City Council - District 2
OCT 05 2023

MAR 08 2024

MAR 08 2024

96Z004600
MAR 08 2024

Affidavit of Mailed Notice

March 11, 2024

State of Alabama
County of Mobile

Subject Property – 550 Osage Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Patricia J. Watts & Ryan Hayward
550 Osage Street
Mobile, AL 36617-3834

January 23, 2024

RE: **550 Osage Street**
Project Number: ME-140-23

Dear Patricia J. Watts & Ryan Hayward:

On January 11, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 550 Osage Street.

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

N 150 FT OF LOT 46 BLK 1 NE ESES 2ND ADD TO TOULMINVILL E MBK 4/250 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: 29 02 44 0 022 072

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 18, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 18, 2024,** provide the Code Official with a work plan to accomplish the repairs by **March 18, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 18, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on March 19, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 550 Osage Street Date: December 19, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 30, 2023

Per the Title Report, the owner is: Patricia J. Watts (by survivorship) and Clarence Watts, Jr. (DOD 12/17/2006 – Listed possible relatives as the only address I was able to locate was the subject address.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Patricia J. Watts & Ryan Hayward 550 Osage St Mobile AL 36617-3834	Fee simple owner/ Son listed as possible contact Revenue Commission website subject address and mailing address good 2002-2024 Phone numbers 251-508-0245 and 251-457-3117 good 2021-2023, 251-648-2054, 251-591-9460, 251-406-2070
2	Monique Simone Murphy 2203 Gail Dr Copperas Cove TX 76522-4033	Daughter of Patricia J. Watts Lexis address good 12/2023 Phone numbers 512-566-6339, 254-577-8172, 251-680-5685, 254-371-0878, 254-350-1374
3	Monique Simone Murphy 517 Saddle HL Cibolo TX 78108-3657	LexisNexis address good 7/2023
4	Monique Simone Murphy 3434 Samuels St Copperas Cove TX 76522-3802	LexisNexis address good 6/2021

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

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 extension of the Purchase and Sale Agreement dated May 30, 2023, Exhibit A, Ordinance Number 88-027, attached hereto, from May 25, 2024 to May 24, 2025

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/8/2024
First Amendment to P&S Agreement	Exhibit	5/8/2024
Exhibit A- Original Ordinance and P& S Agreement	Exhibit	5/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	5/8/2024 - 11:59 AM
Legal	Kern, Chris	Approved	5/9/2024 - 1:06 PM
Mayors			5/9/2024 - 2:26

Office	Barber, James	Approved	PM

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Gina Gregory

WHERAS, the City of Mobile, as Seller, and Burton Property Group, LLC, as Purchaser, and with consent of the Mobile City Council via Ordinance Number 88-027, did enter into a certain Purchase and Sale Agreement for the property located at 720 Musem Drive, Mobile, Alabama; and

WHEREAS, pursuant to Section 5.4 of that Agreement, defining Inspection Period shall be extended until May 24, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile that the Seller and Purchaser are hereby authorized to extend the deadline until May 24, 2025, and that the Mayor is authorized to execute the attached Extension of Purchase and Sale Agreement to effect the same.

Adopted:

_____

City Clerk

-FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is made by and between **THE CITY OF MOBILE** ("Seller") and **BURTON PROPERTY GROUP, LLC**, an Alabama limited liability company ("Purchaser"), as of the ___ day of _____, 2024 ("Effective Date").

RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated May 30, 2023 ("Agreement") for property located at 720 Museum Dr., Mobile, AL 36608; and

WHEREAS, Seller and Purchaser have agreed to modify the definition of Inspection Period as defined in the Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Incorporation of Recitals; Definitions. All capitalized terms used herein, but not defined, shall have the meaning ascribed to them in the Agreement. The recitals set forth above are incorporated herein by reference as part of the Agreement.

2. Inspection Period. The sentence contained in Section 5.4 of the Agreement defining Inspection Period shall be deleted in its entirety and replaced with the following sentence: "On or before the expiration of the time period ending on May 24, 2025 (the "Inspection Period"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent". For purposes of clarification, any reference within the Agreement to "original" Inspection Period or "initial" Inspection Period shall hereafter mean that period ending on May 24, 2025.

3. Miscellaneous. The parties agree that, except as modified by this First Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control. Each of the parties hereto represents and warrants to the other that they have full authority to execute this agreement on behalf of such party. This First Amendment may be executed in multiple counterparts which, taken as a whole, shall constitute one instrument. This First Amendment may be executed by facsimile signature or email.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

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/Manager

Purchaser Witness:

Signature: _____

Printed Name: _____

88-027 Exhibit A **2023**

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: MAY 30 2023

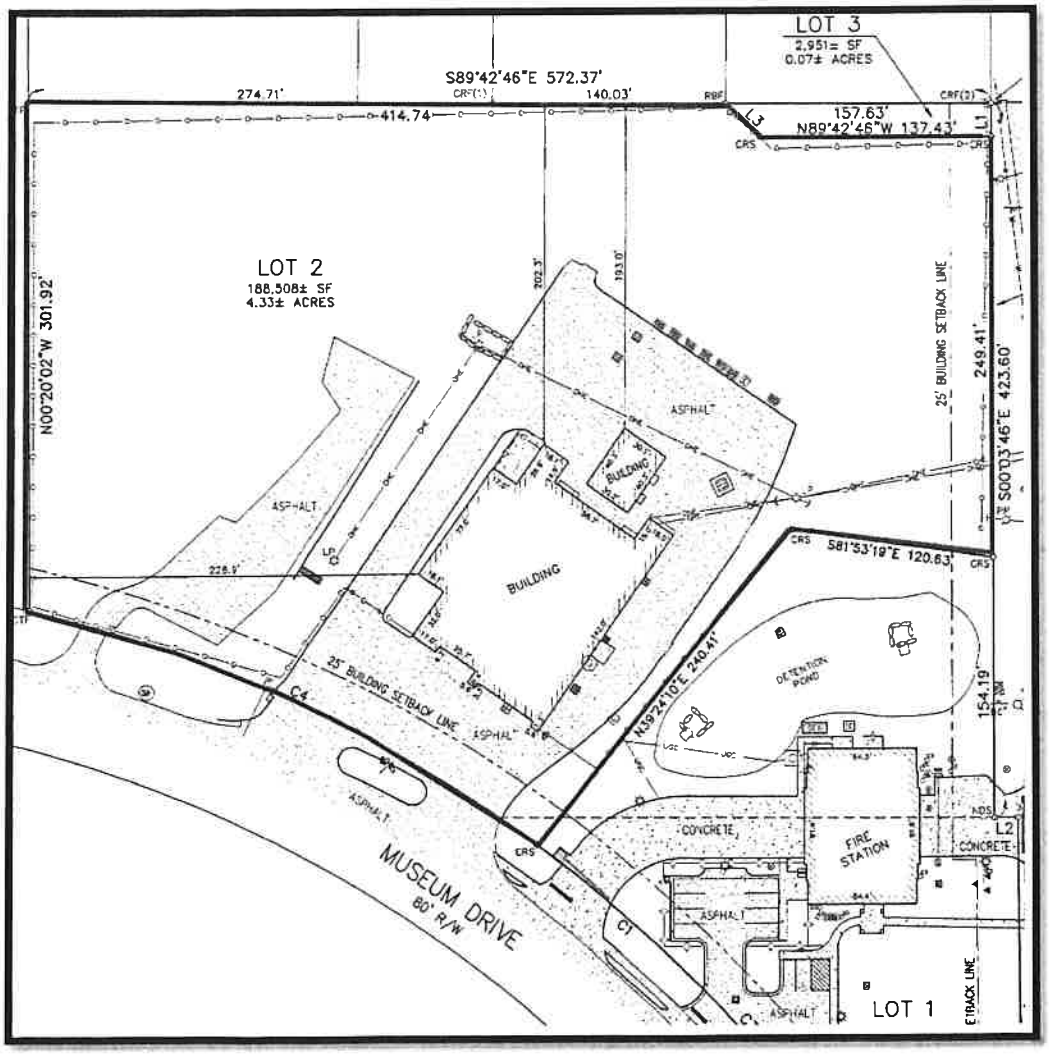
City Clerk

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.



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 30 day of May, 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

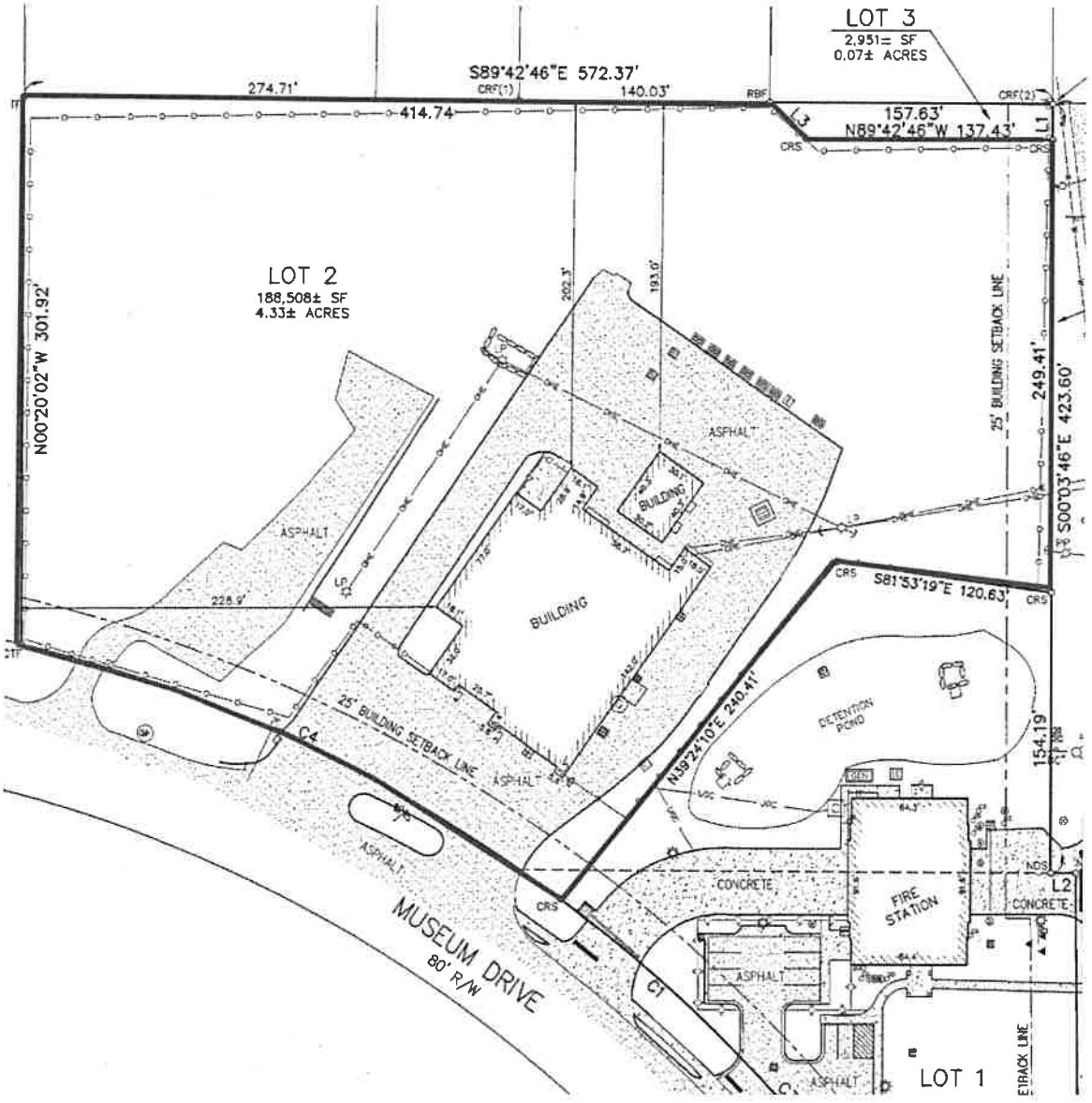
My Commission Expires: 4/21/25

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/

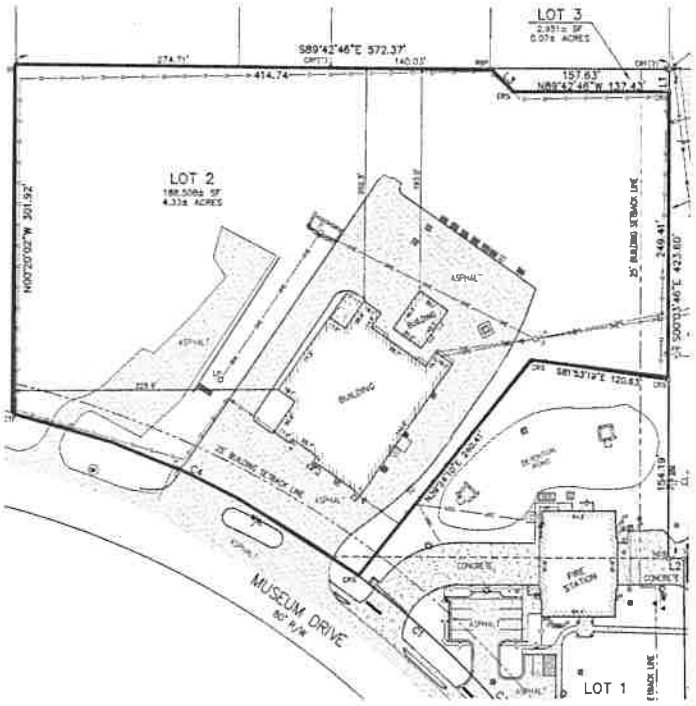
PUBLISHED: AL.COM & Lagniappe

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.

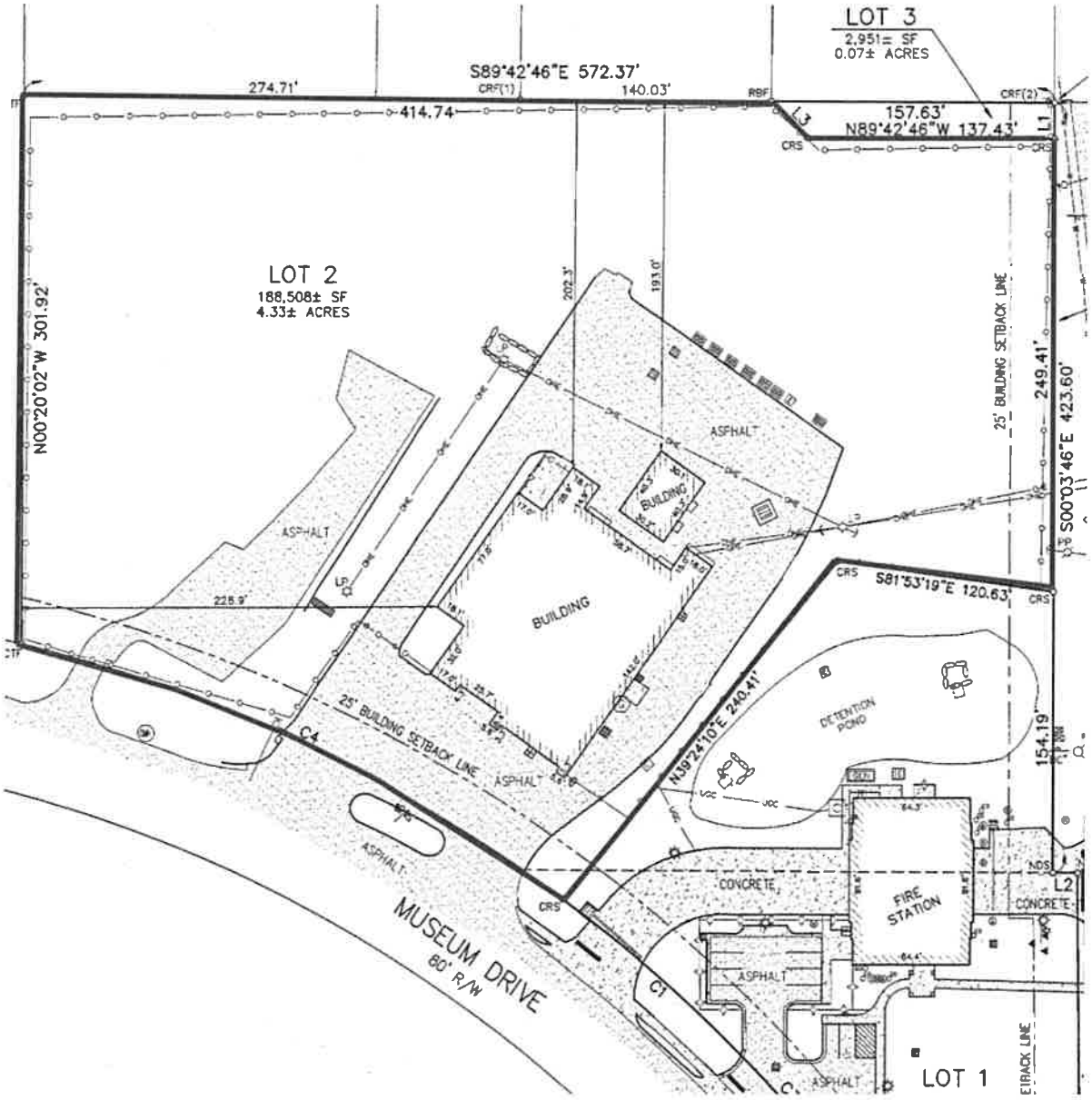
DISCLAIMERS

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]

THE VILLAGE

BPG | Burton PROPERTY GROUP

720 Museum Drive RFP Response

Table of Contents.... Page 1

The Village Project Narrative.... Page 2

The Village Imagery.... Page 3

The Village in context with the Spring Hill Blueprint.... Page 6

The Village Proposed Zoning.... Page 9

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.

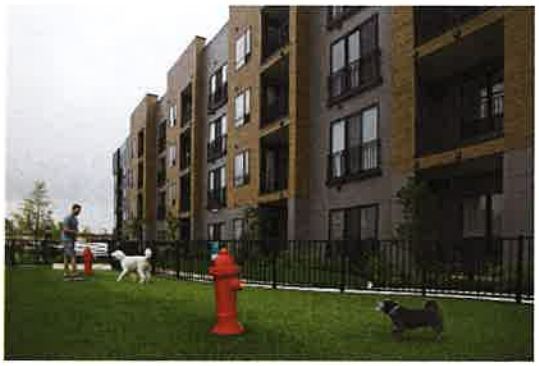
The Village view from NW corner showing garage tucked behind liner buildings

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

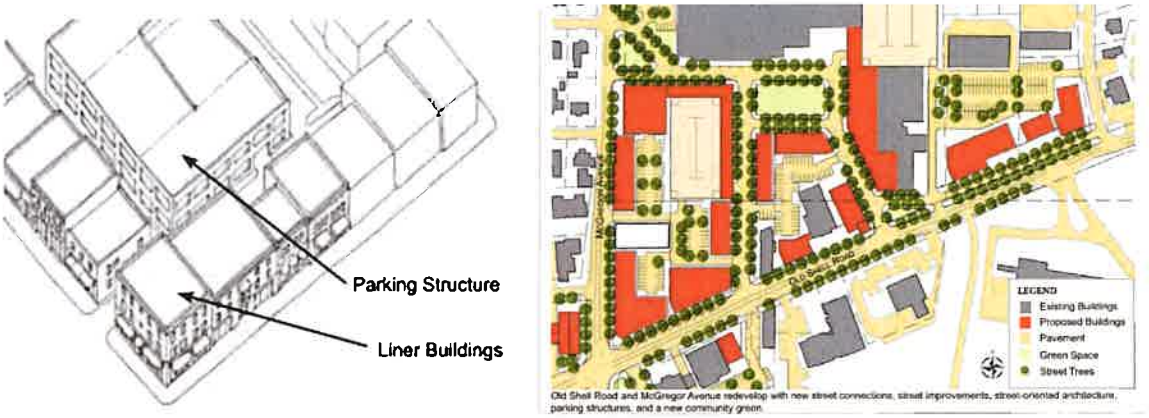
Museum Dive West corner

Museum East showing 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 — BIDDER MAILING ADDRESS

Philip Burton — PRINT AUTHORIZED NAME

Mobile	AL	36608	President/CEO
CITY	STATE	ZIP CODE	TITLE

251-341-5777
AREA CODE/TELEPHONE NUMBER

philip@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:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual subscription renewal for SonicWall network protection software and services for MIT.
General fund

Amount of Contract:

$36,502.05

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 CDW Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8768	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION RENEWAL FOR SONICWALL NETWORK PROTECTION SOFTWARE AND SERVICES FOR MIT (BID EXEMPT AS SOFTWARE, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$36,502.05	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008768-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU WIMALARATHNE
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/24	272932	05/07/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL PER SOURCEWELL CONTRACT #081419-CDW TECH CATALOG			
001	ITEM: SonicWall Essential Protection Service Suite subscription license 1 year Supplier Part No: 6337186 Manufacturer Part No: 02-SSC-6745 Manufacturer Name: SonicWALL Software & Supp Supplier Quote No: 37159:NVNJ420 NIGP: UNSPSC: 43000000	1.00 EACH	338.25000	338.25
1	1000.10.23.5000.5000.5000.0000.0000.42150.			338.25
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU WIMALARATHNE			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	ITEM: SonicWall Advanced	1.00	36163.80000	36163.80

Bill To	Requisition 00008768-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU WIMALARATHNE
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/24	272932	05/07/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Protection Service Suite subscription license 1 year Supplier Part No: 6615550 Manufacturer Part No: 02-SSC-9370 Manufacturer Name: SonicWALL Software & Supp Supplier Quote No: 37159:NVNJ420 NIGP: UNSPSC: 43233205	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42150.			36163.80

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU WIMALARATHNE

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 36502.05

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150. INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS	36502.05	759537.62

Bill To	Requisition 00008768-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU WIMALARATHNE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

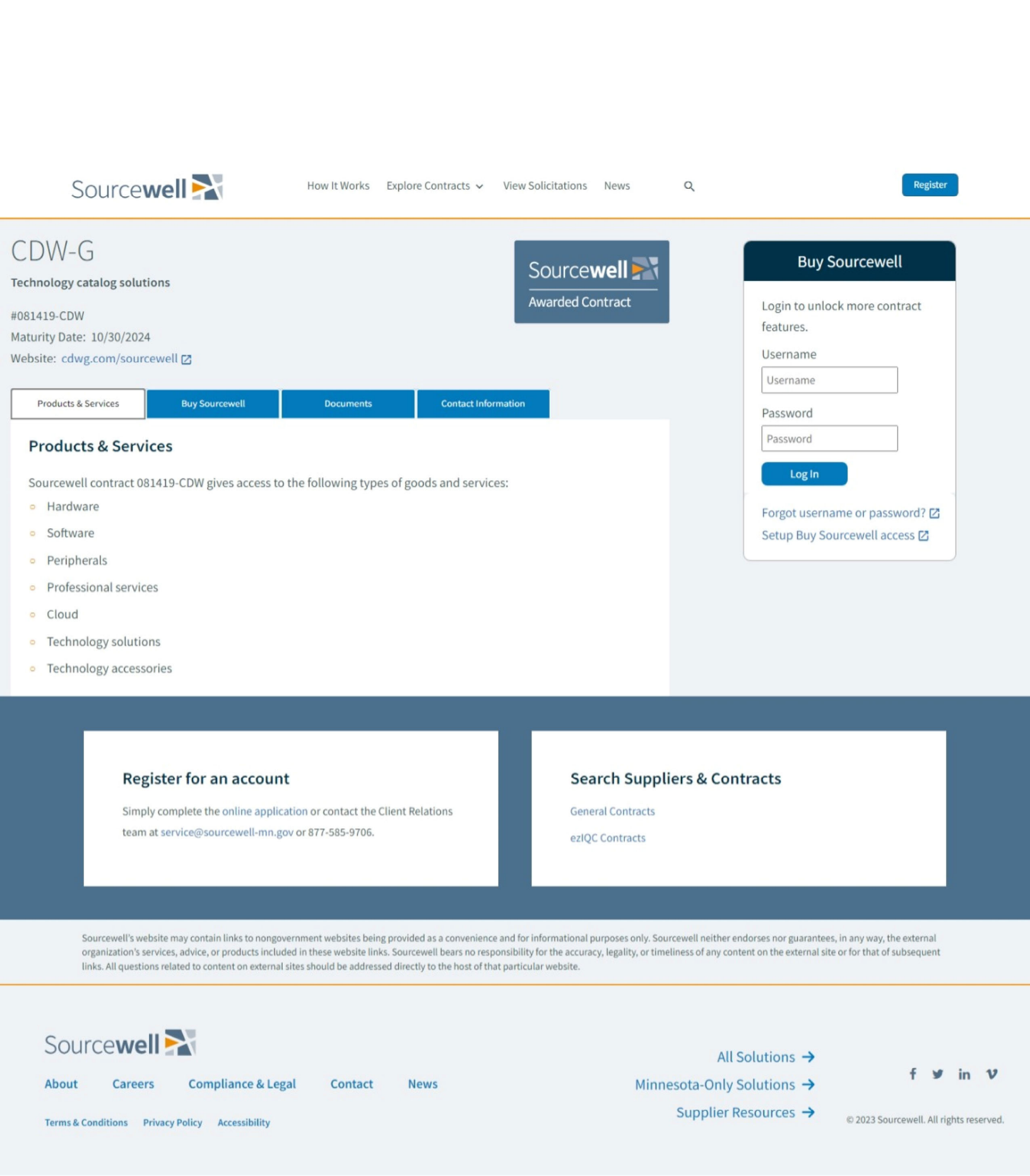
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/24	272932	05/07/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/07/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	05/07/24	SCOTT KEARNEY	
Approved	05/07/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	05/09/24	DONALD ROSE	Approved by: 9105fola
Approved	05/09/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/09/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	05/09/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	05/09/24	JOHN PAINE	Auto approved by: 910516727
Approved	05/09/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature


Sourcewell
How It Works
Explore Contracts
View Solicitations
News
Register
CDW-G
Technology catalog solutions
#081419-CDW
Maturity Date: 10/30/2024
Website: cdwg.com/sourcewell
Sourcewell
Awarded Contract
Buy Sourcewell
Login to unlock more contract features.
Username
Password
Log In
Forgot username or password?
Setup Buy Sourcewell access
Products & Services
Buy Sourcewell
Documents
Contact Information
Products & Services
Sourcewell contract 081419-CDW gives access to the following types of goods and services:
Hardware
Software
Peripherals
Professional services
Cloud
Technology solutions
Technology accessories
Register for an account
Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.
Search Suppliers & Contracts
General Contracts
ezIQC Contracts
Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.
Sourcewell
About
Careers
Compliance & Legal
Contact
News
Terms & Conditions
Privacy Policy
Accessibility
All Solutions
Minnesota-Only Solutions
Supplier Resources
© 2023 Sourcewell. All rights reserved.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

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

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Clyde Armory Inc for 50 Mossberg 590 12-gauge, 7-shot shotguns for for MPD.
General fund

Amount of Contract:

$18,964.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Clyde Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:27 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
8040	2024	(1530) POLICE ADMIN SERVICES	50 MOSSBERG 590 12GAUGE 7SHOT SHOTGUNS FOR MPD (SEALED BID 5880)	$18,964.50	(295574) CLYDE ARMORY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008040-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
CLYDE ARMORY INC 4800 ATLANTA HWY ATHENS, GA 30606 Tel#706-549-1842 Fax 706-549-3232	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	295574	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE AND BID #5880			
001	MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN, BLACK NO SUBSTITUTIONS SKU: 50778 Gauge: 12 Gauge Action Type: Pump-Action Chamber Size: 3" Usage: Security Barrel Length: 18.5" Barrel Finish: Matte Blue Choke: Cylinder Bore Capacity: 6+1 Length 38.625" LOP 13.87" LOP Type Fixed Sights Bead Stock Synthetic (Black) Weight 6.3 UPC 015813507783 Additional Description Notes --- VENDOR TO PROVIDE MODEL #50778 Vendor Item	50.00 EACH	379.29000	18964.50
1	1000.30.15.1530.1542.1530.0000.0000.44020.			18964.50

Bill To	Requisition 00008040-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CLYDE ARMORY INC	POLICE HEADQUARTERS
4800 ATLANTA HWY	2460 GOVERNMENT STREET
	MOBILE, AL 36606
ATHENS, GA 30606	
Tel#706-549-1842	
Fax 706-549-3232	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	295574	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 18964.50

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.	18964.50	
SUPPORT SERVICE DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	05/08/24	SAMANTHA COOLEY	GL Allocation changed
Approved	05/08/24	DONALD ROSE	Auto approved by: 910520704
Approved	05/08/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	05/08/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	05/08/24	SAMANTHA COOLEY	
Approved	05/08/24	JOHN PAINE	Auto approved by: 910520704
Approved	05/08/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Bill To	Requisition 00008040-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CLYDE ARMORY INC	POLICE HEADQUARTERS
4800 ATLANTA HWY	2460 GOVERNMENT STREET
	MOBILE, AL 36606
ATHENS, GA 30606	
Tel#706-549-1842	
Fax 706-549-3232	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	295574	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE

BID NO.: **5880**

FIREARMS

POLICE

Bid Date: 05/08/2024

BID QUANTITIES		GT DISTRIBUTORS, INC		CLYDE ARMORY INC.		MEXICAN GULF FIREARMS, LLC	
ITEM DESCRIPTION	Qty.	UNIT	BID	UNIT	BID	UNIT	BID
GLOCK 17GEN5 NS: STANDARD (3)	1	EACH	$ 409.00	EACH	NO BID	EACH	$ 580.00
MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN	1	EACH	$ 380.00	EACH	$ 379.29	EACH	$ 430.00
TOTAL		789.00		379.29		1010	
DELIVERY TIME		90 DAYS		90-120		N/A	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/24/2024	5880	POLICE DEPT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, May 8, 2024

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

FIREARMS

Appx 1-80

GLOCK 17GEN5 NS: STANDARD(3) – NO SUBSTITUTIONS

- 5.5LBS
- 9X19 MM CALIBER
- OUTFITTED WITH NIGHT SIGHTS
- MUST INCLUDE BOX AND THREE 17 ROUND MAGAZINES
- BARREL LENGTH: 4.49INCHES
- TRIGGER PULL: 26N
- SAFE ACTION SYSTEM

Make_____Model_____

APPX 1-80

MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN – NO SUBSTITUTIONS

- 12 GAUGE
- PUMP ACTION
- CHAMBER SIZE: 3”
- BARREL LENGTH: 18.5”
- BARREL FINISH: MATTE BLUE
- CAPACITY: 6+1
- WEIGHT: 6.3
- CHOKE: CYLINDER BORE
- LENGTH: 38.625”
- LOP TYPE: FIXED

Make_____Model_____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Upon award, the City will purchase a minimum of 1 item.

QUANTITIES LISTED ARE APPROXIMATIONS.

State time of delivery after receipt of Purchase Order: _____

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.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of_____

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

If you have any questions, please contact the Purchacing Department at purchasing@cityofmobile.org.

Questions are not to be directed to a department. Any answers not received via purchasing@cityofmobile.org are not official and will not be honored.

Quote Delivered Pricing FOB Mobile, Alabama.

Pricing shall be firm for a one (1) year period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for up to two (2) additional one (1) year periods.

TO BE AWARDED ON A LINE-ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GT Distributors of Georgia for 70 Glock 17 Gen 5 9mm pistols for MPD.
General fund

Amount of Contract:

$28,630.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 GT Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
8036	2024	(1530) POLICE ADMIN SERVICE	70 GLOCK 17 GEN 5 9MM PISTOLS FOR MPD (SEALED BID 5880)	$28,630.00	(070105) GT DISTRIBUTORS OF GEORGIA INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008036-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	070105	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND BID #5880			
001	GLOCK 17GEN5 (9X19) - NS: STANDARD(3), STANDARD, FIXED, 5. 5LB NO SUBSTITUTIONS - THIS IS THE ISSUED FIREARM OF THE MOBILE POLICE DEPARTMENT. ALL PISTOLS WILL BE OUTFITTED WITH NIGHT SIGHTS. MUST INCLUDE BOX AND THREE 17 ROUND MAGAZINES	70.00 EACH	409.00000	28630.00
	Additional Description Notes			
	VENDOR TO PROVIDE MODEL PA175S702			
	Vendor Item			
1	1000.30.15.1530.1542.1530.0000.0000.44020.			28630.00

Bill To	Requisition 00008036-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

AUSTIN, TX 78758

Tel#800-241-8950
Fax 706-861-4444

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	070105	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 28630.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.	28630.00	
SUPPORT SERVICE DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	05/08/24	SAMANTHA COOLEY	GL Allocation changed
Approved	05/08/24	DONALD ROSE	Auto approved by: 910520704
Approved	05/08/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	05/08/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	05/08/24	SAMANTHA COOLEY	
Approved	05/08/24	JOHN PAINE	Auto approved by: 910520704
Approved	05/08/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Bill To	Requisition 00008036-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910520704
	Status: Approved Page 3

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

AUSTIN, TX 78758

Tel#800-241-8950
Fax 706-861-4444

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	070105	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE

BID NO.: **5880**

FIREARMS

POLICE

Bid Date: 05/08/2024

BID QUANTITIES		GT DISTRIBUTORS, INC		CLYDE ARMORY INC.		MEXICAN GULF FIREARMS, LLC	
ITEM DESCRIPTION	Qty.	UNIT	BID	UNIT	BID	UNIT	BID
GLOCK 17GEN5 NS: STANDARD (3)	1	EACH	$ 409.00	EACH	NO BID	EACH	$ 580.00
MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN	1	EACH	$ 380.00	EACH	$ 379.29	EACH	$ 430.00
TOTAL		789.00		379.29		1010	
DELIVERY TIME		90 DAYS		90-120		N/A	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/24/2024	5880	POLICE DEPT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, May 8, 2024

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

FIREARMS

Appx 1-80

GLOCK 17GEN5 NS: STANDARD(3) – NO SUBSTITUTIONS

- 5.5LBS
- 9X19 MM CALIBER
- OUTFITTED WITH NIGHT SIGHTS
- MUST INCLUDE BOX AND THREE 17 ROUND MAGAZINES
- BARREL LENGTH: 4.49INCHES
- TRIGGER PULL: 26N
- SAFE ACTION SYSTEM

Make_____Model_____

APPX 1-80

MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN – NO SUBSTITUTIONS

- 12 GAUGE
- PUMP ACTION
- CHAMBER SIZE: 3”
- BARREL LENGTH: 18.5”
- BARREL FINISH: MATTE BLUE
- CAPACITY: 6+1
- WEIGHT: 6.3
- CHOKE: CYLINDER BORE
- LENGTH: 38.625”
- LOP TYPE: FIXED

Make_____Model_____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Upon award, the City will purchase a minimum of 1 item.

QUANTITIES LISTED ARE APPROXIMATIONS.

State time of delivery after receipt of Purchase Order: _____

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.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of_____

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

If you have any questions, please contact the Purchacing Department at purchasing@cityofmobile.org.

Questions are not to be directed to a department. Any answers not received via purchasing@cityofmobile.org are not official and will not be honored.

Quote Delivered Pricing FOB Mobile, Alabama.

Pricing shall be firm for a one (1) year period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for up to two (2) additional one (1) year periods.

TO BE AWARDED ON A LINE-ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Millcreek Manufacturing for Milcreek 4300 field top dresser for Parks Department.
Capital equipment

Amount of Contract:

$38,495.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Mill Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
2287	2024	(F7000) MOTOR POOL	MILLCREEK 4300 FIELD TOP DRESSER FOR PARKS DEPARTMENT (SEALED BID 5857)	$38,495.00	(299089) MILLCREEK MANUFACTURING

Adopted:

_____
City Clerk

Bill To	Requisition 00002287-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
MILLCREEK MANUFACTURING	MUNICIPAL GARAGE
525 RESERVOIR RD	770 GAYLE STREET
	MOBILE, AL 36604
HONEY BROOK, PA 19344	AGEET@CITYOFMOBILE.ORG
Tel#717-455-9009	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	299089				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	MODEL 4300 OR EQUAL TOP DRESSER FOR ATHLETIC FIELD USE WITH THE FOLLOWING MINIMUM SPECS: 11-GAUGE STEEL BODY, RUBBER COATED DRIVE ROLLER, 3.2 HEAPED CUBIC YARD CAPACITY, 7,500LB CAPACITY VENDOR TO PROVIDE MILLCREEK TOP DRESSER MODEL 4300 TRACTOR TOWED, HYDRAULIC POWERED. AS PER CITY OF MOBILE BID #5857 AND YOUR QUOTE	1.00 EACH	38495.00000	38495.00

Additional Description Notes

MODEL 4300 OR EQUAL TOP DRESSER FOR ATHLETIC FIELD USE WITH THE FOLLOWING MINIMUM SPECS: 11-GAUGE STEEL BODY, RUBBER COATED DRIVE ROLLER, 3.2 HEAPED CUBIC YARD CAPACITY, 7,500LB CAPACITY.

REQUESTED BY PARKS DEPT.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0022 .CAPEQUIPMT. . 38495.00

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

Deliver To
MUNICIPAL GARAGE

Bill To	Requisition 00002287-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
MILLCREEK MANUFACTURING 525 RESERVOIR RD HONEY BROOK, PA 19344 Tel#717-455-9009	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
11/28/23	299089				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 38495.00

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

Account			Amount	Remaining Budget
E E0022	.CAPEQUIPMT.	.	38495.00	161974.76

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	38495.00	759537.62

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/28/23	KIM CARMODY	Auto approved by: 91055604
Approved	11/28/23	DANIEL OTTO	
Approved	11/28/23	BRENDA RHODES	
Approved	11/28/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/28/23	RELYA MALLORY	Auto approved by: 910511034
Queued	11/28/23	DONALD ROSE	.
Queued	11/28/23	SANDRA LEWIS	.
Queued	11/28/23	STEVEN KRONINGER	.
Queued	11/28/23	SAMANTHA COOLEY	.
Queued	11/28/23	JOHN PAINE	.
Queued	11/28/23	MICHAEL SPAFFORD	.

Bill To	Requisition 00002287-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
MILLCREEK MANUFACTURING	MUNICIPAL GARAGE
525 RESERVOIR RD	770 GAYLE STREET
	MOBILE, AL 36604
HONEY BROOK, PA 19344	AGEET@CITYOFMOBILE.ORG
Tel#717-455-9009	Delivery Reference TRAVESIA AGEE
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	299089				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5857
HEAVY DUTY UTILITY VEHICLE WITH MOUNTED 200 GALLON TURF SPRAYER AND TOP DRESSER, TRAILER MOUNTED, HYDRAULICALLY POWERED, TRACTOR TOWED

	BEARD	TURF TIME EQUIPMENT	MILL CREEK MANUFACTURING	JERRY PATE TURF	LADD'S GOLF & TURF
SPRAYER	$61,304.60 DEERE 2020A DEERE HD200	NB	NB	$74,951.25 TORO HDX 07383 TORO WKMN SPRAYER #41240	$50,892.00 SMITHCO 1204
TOP DRESSER	$39,945.00 TURFCO CR-15 (4YD)	$23,000.00 TURFTIME TT2430	$38,495.00 MILLCREEK TOP DRESSER 4300 TRACTOR HYDRAULIC	$46,183.00 TORO MH-400 44944	$38,452.00 MILLCREEK 4300/94142
	$21,819.00 TURFCO CR-8 (2YD)	10% 20 Days Discount	1% 20 Day Discount 38,110.05		

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
12/8/2023	5857	Various	Azalea City Golf Course

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 5, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1 ea	**HEAVY DUTY UTILITY VEHICLE WITH MOUNTED 200 GALLON TURF SPRAYER AND TOP DRESSER, TRAILER MOUNTED, HYDRAULICALLY POWERED, TRACTOR TOWED** Heavy Duty Utility Vehicle with Mounted 200 Gallon Turf Sprayer mounted to a John Deere ProGator 2030A, or Toro Workman Model HDX-D or Equal Heavy Duty Two (2) Wheel Drive Utility Vehicle: As per the following minimum specifications. **Utility Vehicle:** Make_____ Model_____ **Sprayer:** Make_____ Model_____					
QTY 1-2	Trailer mounted, hydraulically powered, tractor-towed Top Dresser for athletic fields as per the following and attached minimum specifications. Mill Creek manufacturing Model 4300 or equal. Make_____ Model_____ Provide Literature and Specifications on products bid. Prior to award a demonstration may be required.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Upon award the City will purchase one (1) Utility Vehicle with Mounted Turf Sprayer and one (1) Top Dresser.

Quote delivered pricing FOB Mobile.

There is no loading dock available to unload the above items.

City will not assist in the unloading of items.

Vendor will need to arrange for the unloading if they are not using a self-unloading transport.

Vendor will need a City of Mobile Business License prior to award.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

MINIMUM SPECIFICATIONS FOR HEAVY DUTY UTILITY VEHICLE AND TURF SPRAYER

John Deere Pro Gator 2020A or
Toro Workman Model Multi Pro WM or equal
With 200-gal turf sprayer directly mounted on truckster
(not simply a skid unit in the truckster bed)

Model = Unit must be current year model with 0 hours.

Vehicle specifications:

Engine = **4**-cylinder, liquid-cooled, gasoline engine, 34-horsepower

Drive System = 2-wheel drive, manual shift transmission, rear differential lock

Controls = dual mode throttle (foot control and hand control with throttle lock), hand operated lift and lower lever, hand operated remote hydraulic controls for implements such as sprayer pump

Gauges = fuel gauge, hour meter, temperature gauge, tachometer, speedometer

Steering = power steering

Tires = ultra-trac or turf tread, rear tires to be widest tire available for this vehicle

Accessories = head light kit, adjustable seat, 2-post roll over protection system, mirror kit, hard canopy top with Cool Top fan mounted in canopy

Sprayer specifications:

Pump = high capacity, chemical resistant, stainless steel centrifugal pump or 6-way diaphragm pump, driven by remote hydraulics on utility vehicle

Tank = high density polyethylene, 200 gallon capacity, low center of gravity

Boom = break away, level float boom, made of 3 sections that fold up for transport, total width of 18-feet with a minimum of 11 nozzle assemblies on 20 inch spacing

Boom Control System = liquid-filled pressure gauge, individual on/off switches for each boom and a master on/off switch for all three booms, an open/close switch on the controller which operates an electronic pressure regulating ball valve, each boom shall have its own Teejet AA144 (or equal) electric throttling valve to allow precise calibration

Nozzles = nozzle body assembly to include a diaphragm and a set of triple nozzles, each nozzle group to include one Teejet AI11004-VS, one Teejet AI11008-VS, and one Teejet AI11015VS nozzle in addition to all hardware necessary to apply pesticides (tip, gasket, color-coded cap, etc.)

Foam Marker = adjustable to control frequency of drops, independent control for each boom at the operator seat

Electric Boom Lift = electro-hydraulic operated lift cylinders for each boom with a switch on the operator panel to allow the operator to lift and lower each boom independently

Agitation = internal agitation system to keep pesticides in suspension

Warranty = two-year limited warranty.

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (pumps, nozzles, filters, etc.).

Top Dresser for Athletic Field Use
MillCreek Manufacturing Model 4300 or equal

Minimum Specifications:

- 11-Gauge Steel Body
- Rubber Coated Drive Roller
- 3.2 Heaped Cubic Yard Capacity
- 7,500 Lb. Capacity
- Urethane Liner
- Self-Aligning V-Track System to Maintain Belt Alignment
- Tires 41-18LL-16.1 6-Ply Flotation Turf Tires (14 PSW, Fully Loaded Ground Pressure, Wide Track Stability)
- Hydraulics Through Tractor, 7 GPM, 1500 PSI
- Minimum 35 HP Tractor Required
- Dual Hydraulic Controls for Speed of the Floor Apron Belt and Control of the Speed of the Spreading Attachment
- No-Clog Beater Attachment
- Able to Spread Wet Material as well as Dry, including:
    - Sand/Peat Top Dressing
    - Infield Mixes
    - Compost
    - Grass Clippings
    - Crumb Rubber
    - Synthetic Turf Infill
    - Pelletized Lime
    - Wood Chips
- Applies a Steady, Uniform Pattern from 8 – 12 ft Wide
- Dual Spinner Attachment for Applications up to 35 ft. Wide
- Varying Coverage Depth
- Safety Chains
- Bucket Loading Width 8 ft 2 in.
- Overall Width 93 in
- Overall Length 152 in.
- Loading Height 65 in.
- Material Delivery Belt 45.5 in.
- Two Year Warranty

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:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 44 sets of fire bunker gear (coats and pants) for MFRD.
General fund and EMS Expense

Amount of Contract:

$170,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Sunbelt Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:29 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
8793	2024	(1510) FIRE ADMINISTRATION	44 SETS FIRE BUNKER GEAR (COAST AND PANTS) FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$170,500.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008793-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE Q-22348 AND HGAC CONTRACT EE08-19			
001	FIRE PROTECTION CLOTHING PER HGAC QUOTE: ITEM #GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; per Quote No: Q-22348 Vendor Item	44.00 EACH	2215.00000	97460.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			48730.00
	2 6120.70.15.0000.0000.1510.0000.0000.42150.			48730.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE PROTECTION CLOTHING PER HGAC QUOTE: ITEM #GLFC364-J Pant System,	44.00 EACH	1660.00000	73040.00

Bill To	Requisition 00008793-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PBI Max, Glide Ice PBI G2, Stedair Gold; per Quote No: Q-22348 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.42150.			36520.00
2	6120.70.15.0000.0000.1510.0000.0000.42150.			36520.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 170500.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.		
	85250.00	3162496.78
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS		
6120.70.15.0000.0000.1510.0000.0000.42150.		
	85250.00	1012419.19
EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS		

Bill To	Requisition 00008793-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	05/09/24	DONALD ROSE	Auto approved by: 910520704
Approved	05/09/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	05/09/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	05/09/24	SAMANTHA COOLEY	
Approved	05/09/24	JOHN PAINE	Auto approved by: 910520704
Approved	05/09/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE08-19	Date Prepared:	5/9/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile	Contractor:	**Sunbelt Fire, Inc.**
Contact Person:	Samantha Cooley	Prepared By:	**Dalton Combs**
Phone:	251-208-7477	Phone:	**251-928-9917 x114**
Fax:	251-208-7430	Fax:	**251-929-9574**
Email:	samantha.cooley@cityofmobile.org	Email:	dcombs@sunbeltfire.com

Catalog / Price Sheet Name:	2023 GLOBE G-XCEL COAT/GPS PANT PRICE SHEET
General Description of Product/ Product Code	GLOBE G-XCEL TURNOUT GEAR / Code EE19LFG

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
44	GLOBE G-XCEL COATS	4074.56	179280.64
44	GLOBE GPS PANTS	3288.59	144697.96
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	323978.60

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

HGAC Discount	-80994.65
ADDITIONAL DEALER DISCOUNT	-72483.95
Subtotal C:	-153478.6

Delivery Date:	**6/15/2024**	**D. Total Purchase Price (A+B+C):**	170500.00

Emergency Medical & Rescue Equipment

Contract Information

Contract Number

EE08-19

Effective Dates

08/01/2019 - 07/31/2024

Contract Details

In-Home/Work & Onsite Public Access AEDs, Biphasic AEDs, Semi-Automic Biphasic Defibrillator w/ECG Monitoring; Manual Biphasic Defibrillator w/ECG Monitoring; Semi-Automatic Manual Biphasic Defibrillator w/Escalating Joules, Chest Compression Systems, Air lift rescue bags, Fire rescue saws, Electronic Personnel Accountability System (Stand-Alone), breathing air Systems.

Note: Use of this contract may require an additional competitive step. Click here for details (/about/how-to-make-purchases.aspx)

View Contacts (/contracts/contact-informati View Documents (/contracts/documents?contrac

Return to Products & Services (/products-and-services?contractid=82)

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
2019 Viking Pricing (/products-and-services/view-product?productid=22155)	EE19LMA	Viking		3%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22108)	EE19HCA	3M Company		0%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22066)	EE19ADA	3M Company		15%
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22070)	EE19BBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22077)	EE19CBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22084)	EE19DBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22091)	EE19EBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22101)	EE19FFA	Amkus		

2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22153)	EE19LKA	Chieftain	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22152)	EE19LJA	Fire-Dex	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22134)	EE19LCA	TECGEN	
Artic 2023 List Price (Effective 04/01/2023) (/products-and-services/view-product?productid=22122)	EE19KEA	Artic	List-2%
Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019 (/products-and-services/view-product?productid=22106)	EE19HAA	Bullard	** -0% -7%
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22037)	EE19A11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22043)	EE19B11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22048)	EE19C11	Cardiac Science	30% off Defibrillators, 25% off Accessories
Cutters Edge Retail Price List (/products-and-services/view-product?productid=22112)	EE19IAA	Cutters Edge	6.25%
Defibtech 2019 Price List (/products-and-services/view-product?productid=22042)	EE19A71	Defibtech	40% off AEDs, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22053)	EE19C71	Defibtech	30% off Defibrillators, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22057)	EE19D71	Defibtech	18% off Defibrillators, 18% off Accessories
Draeger Responder Catalog - Jan 2023 (/products-and-services/view-product?productid=22111)	EE19HFA	Draeger	11.00%

Draeger Responder Catalog Jan 2023 Price List (/products-and-services/view-product?productid=22063)	EE19AAA	Draeger	11.00%
Dragon Fire Brand Gloves (Effective 01/01/2023) (/products-and-services/view-product?productid=22161)	EE19LSA	Dragon Gloves	List-15%
EagleAir Price List - Effective Date 09/01/2023 (/products-and-services/view-product?productid=22121)	EE19KDA	Eagle Air	0%
Fire & Rescue Helmets Price List (Eff. Feb. 1, 2019) (/products-and-services/view-product?productid=22156)	EE19LNA	Bullard	-38%
Fire and Rescue Helmets-Effective 01/01/2024 (/products-and-services/view-product?productid=22164)	EE19LVA	MSA Safety Sales LLC	15
Fire Hooks Unlimited 2023 (Effective 02/20/2023) (/products-and-services/view-product?productid=22117)	EE19IFA	Partner	List-2%
Firecraft Safety Products, Feb 2023 Price List (/products-and-services/view-product?productid=22160)	EE19LRA	Firecraft Safety	11.00%
Fireline products & Hoods (/products-and-services/view-product?productid=22147)	EE19LGA	PGI	15
FLIR Fire Segment & UAV Kits 2018-2019 Price List (/products-and-services/view-product?productid=22110)	EE19HEA	Flir	14%
Footwear - Cosmas 2019 List Price - Effective 01/01/2019 (/products-and-services/view-product?productid=22163)	EE19LUA	Cosmas	29
Footwear 2019 Price List (/products-and-services/view-product?productid=22133)	EE19LBF	Honeywell	44%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22083)	EE19DAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22076)	EE19CAA	Genesis Rescue Systems	3.50%

Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22069)	EE19BAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22102)	EE19GAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22097)	EE19FAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22090)	EE19EAA	Genesis Rescue Systems	3.50%
Globe Athletix 2023 (/products-and-services/view-product?productid=22143)	EE19LFF	Globe	25
Globe Classix Metro 2023 (/products-and-services/view-product?productid=22139)	EE19LFB	Globe	25
Globe Classix SE 2023 (/products-and-services/view-product?productid=22138)	EE19LFA	Globe	25
Globe Footgear 2023 (/products-and-services/view-product?productid=22146)	EE19LFI	Globe	25
Globe G-Xcel 2023 (/products-and-services/view-product?productid=22144)	EE19LFG	Globe	25
Globe G-Xtreme 3.0 2023 (/products-and-services/view-product?productid=22142)	EE19LFE	Globe	25
Globe GX-7 2023 (/products-and-services/view-product?productid=22145)	EE19LFH	Globe	25
Globe IH Ready 2023 (/products-and-services/view-product?productid=22141)	EE19LFD	Globe	25

Globe Letters and Accessories 2023 (/products-and-services/view-product?productid=22140)	EE19LFC	Globe	25
Gloves Hoods Suspenders 2019 Price List (/products-and-services/view-product?productid=22132)	EE19LBE	Honeywell	44%
GRACE INDUSTRIES FireFighter Catalog 2020 US Price Pages (/products-and-services/view-product?productid=22118)	EE19JAA	Grace Ind.	10% Discount
Haix EMS Station Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List (/products-and-services/view-product?productid=22162)	EE19LTA	HAIX	18%
HeartSine 2019 Price List (/products-and-services/view-product?productid=22058)	EE19E21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22049)	EE19C21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22044)	EE19B21	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22045)	EE19B22	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22038)	EE19A21	HeartSine	40% off AEDs, 25% off Accessories
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22078)	EE19CCA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22071)	EE19BCA	Holmatro	-3%

Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22103)	EE19GBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22098)	EE19FBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22092)	EE19ECA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22085)	EE19DCA	Holmatro	-3%
Honeywell Respiratory Protection, Oct 2022 Price List (/products-and-services/view-product?productid=22068)	EE19AFA	Honeywell	11.00%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22088)	EE19DDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22095)	EE19EDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22074)	EE19BDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22081)	EE19CDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22073)	EE19BDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22094)	EE19EDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22087)	EE19DDB	Hurst Products	15%

Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22080)	EE19CDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22093)	EE19EDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22072)	EE19BDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22086)	EE19DDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22079)	EE19CDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22075)	EE19BDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22082)	EE19CDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22096)	EE19EDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22089)	EE19DDD	Hurst Products	15%
Innotex Price List 2019 VER 2019-01-01 (Eff. Jan. 1, 2023) (/products-and-services/view-product?productid=22154)	EE19LLA	Innotex	-20%
Lifeliner Hoods Catalog (/products-and-services/view-product?productid=22151)	EE19LIA	Stanfield's	15
LION HEAD & EYE PROTECTION - Feb 2023 Price List (/products-and-services/view-product?productid=22124)	EE19LAB	Lion	31.00%
LION PROTECTIVE GLOVES 2019 Price List (/products-and-services/view-product?productid=22125)	EE19LAC	Lion	20%

LION TR51 TECHNICAL RESCUE AND RECOVERY ENSEMBLE - Feb 2023 Price List (/products-and-services/view-product?productid=22126)	EE19LAE	Lion	31.00%
LION Turnouts and Accessories - Feb 2023 Price List (/products-and-services/view-product?productid=22123)	EE19LAA	Lion	31.00%
LION VERSA PRO 2019 Price List (/products-and-services/view-product?productid=22127)	EE19LAF	Lion	18%
Majestic Fire Apparel 2018-2019 (/products-and-services/view-product?productid=22157)	EE19LOA	Majestic Fire Apparel	18%
Morining Pride TAILS 2019 Price List (/products-and-services/view-product?productid=22128)	EE19LBA	Honeywell	59%
Morning Pride and EV1 Helmet 2019 Price List (/products-and-services/view-product?productid=22131)	EE19LBD	Honeywell	55%
Morning Pride RANGER 2019 Price List (/products-and-services/view-product?productid=22129)	EE19LBB	Honeywell	59%
Morning Pride Viper Edge VE 2019 Price List (/products-and-services/view-product?productid=22130)	EE19LBC	Honeywell	59%
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22109)	EE19HDA	MSA Safety Sales LLC	5
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22065)	EE19ACA	MSA Safety Sales LLC	15
MTS Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22150)	EE19LHC	Lakeland Fire	List-36%

OSX Brand - Lakeland Fire 2023 List Price Schedule (Effective 04/01/2023) (/products-and-services/view-product?productid=22148)	EE19LHA	Lakeland Fire	List-36%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22105)	EE19GDA	Paratech	List- 7%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22099)	EE19FCA	Paratech	List- 7%
Philips 2019 Price List (/products-and-services/view-product?productid=22040)	EE19A41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22046)	EE19B41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22051)	EE19C41	Philips	30% off Defibrillators, 25% off Accessories
Philips 2019 Price List (/products-and-services/view-product?productid=22055)	EE19D41	Philips	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22062)	EE19F91	Physio-Control	15% off Chest Compression Device, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22059)	EE19E31	Physio-Control	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22039)	EE19A31	Physio-Control	40% off AEDs, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22050)	EE19C31	Physio-Control	30% off Defibrillators, 20% off Accessories
Physio-Control 2023 Price List (/products-and-services/view-product?productid=22054)	EE19D31	Physio-Control	20.00%
Rescue 42 2021 Price List (/products-and-services/view-product?productid=22100)	EE19FDA	Rescue 42	8%

RESCUE80 2021 Price List (/products-and-services/view-product?productid=22135)	EE19LCB	TECGEN	45%
SCX Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22149)	EE19LHB	Lakeland Fire	List-36%
Shelby Specialty Gloves, Work/Rescue/Extrication/Fire-NFPA Compliant, - Aug 2022 Price List (/products-and-services/view-product?productid=22159)	EE19LQA	Shelby Specialty Gloves	18.00%
Stallion Air 2019 Price List (/products-and-services/view-product?productid=22120)	EE19KCA	Stallian air	3%
Stihl Saws (Effective 01/01/2023) (/products-and-services/view-product?productid=22116)	EE19IEA	Stihl	List-2%
Super Vac Fan Price List (Effective 04/01/23) (/products-and-services/view-product?productid=22115)	EE19IDA	Super Vac	List-22%
Tempest Technology Fire Price List, 2019 (/products-and-services/view-product?productid=22113)	EE19IBA	Tempest	16%
The argus Range of Thermal Imaging Cameras 2022 Price List (/products-and-services/view-product?productid=22107)	EE19HBA	Avon Protection Systems	8.00%
Thorogood Fire & Uniform Price List, 2018-2019 (/products-and-services/view-product?productid=22158)	EE19LPA	Weinbrenner/Thorogood	23%
Unifire Products Price List (Effective 01/01/2023) (/products-and-services/view-product?productid=22114)	EE19ICA	Unifire	List-10%
Veridian Fire Protective Gear 2022 Price List (Effective 3/20/2023) (/products-and-services/view-product?productid=22137)	EE19LEA	Veridian	30%
Vetter Rescue Price List 2021 (/products-and-services/view-product?productid=22104)	EE19GCA	Hurst-Vetter	15%

Wildland Gear (/products-and-services/view-product?productid=22136)	EE19LDA	Crewboss Div of Western Shelter	5
Zoll 2019 Price List (/products-and-services/view-product?productid=22056)	EE19D61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22052)	EE19C61	Zoll Medical	30% off Defibrillators, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22047)	EE19B61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22041)	EE19A61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22060)	EE19E61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22061)	EE19F61	Zoll Medical	15% off Chest Compression Device, 18% off Accessories

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
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. 2023-135, 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, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing 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.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, 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.

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

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Penn

Purpose and Scope of Project:

Replace the Roof and Roof Accessories at the Toulminville Library.

Amount of Contract:

$759,500.00

Funding Source

Project # Mobile Public Library Toulminville Branch - Re-Roofing BG-064D-21 **Discretionary Funds**

Project String C0956 TOULMINVILLE LIBRARY RE-ROOFING (20002000-48010) **Contract Number:**4955

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
BG-064D-21 Routing package	Cover Memo	5/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/9/2024 - 12:04 PM
Capital	Rhodes, Brenda	Approved	5/9/2024 - 12:53 PM
Legal	Kern, Chris	Approved	5/9/2024 - 1:19 PM
Mayors Office	Barber, James	Approved	5/9/2024 - 2:26 PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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

Name of Company:	Double AA Construction Company, LLC
Project Name:	Mobile Public Library Toulminville Branch - Re-Roofing
Project Number:	BG-064D-21
Amount:	$759,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Public Library Toulminville Branch - Re-Roofing

CAPITAL PROJECT #: C0956 (20002000-48010)

CONTRACT AMOUNT: $759,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-064D-21

PROJECT DESCRIPTION: For re-roofing and associated roofing repairs

VENDOR NAME: Double AA Construction Company, LLC

VENDOR NUMBER: 276905

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% **X** or

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant I **Date:** 05/08/2024

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)

Double AA Construction Company, LLC.
8735 Lott Road
Wilmer, Alabama 36587
City of Mobile Business License Number: 64691
Secretary of State Registration Number: 000-315-936

for the following Project:
(Name, location and detailed description)

Mobile Public Library Toulminville Branch - Re-Roofing
601 Stanton Road
Mobile, AL 36617
BG-064D-21
Scope: For re-roofing and associated roofing repairs

The Architect:
(Name, legal status, address and other information)

The Architects Group, Inc
710 Downtowner Boulevard
Mobile, Alabama 36609

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1970487923)

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.

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 Two hundred (200) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.
(Table deleted)
(Paragraph deleted)

Init.
/

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1970487923)

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 Seven Hundred Fifty Nine Thousand Five Hundred and 00/100 ($759,500 .00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $749,500.00
Contingency Allowance: $10,000.00
Total Bid: $759.500.00

Total Contract Sum: $759.500.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Ten Thousand and 00/100 ($ 10,000.00)
(Table deleted)

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)
Unit description – N/A	N/A	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.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1970487923)

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 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.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1970487923)

N/A

§ 5.1.7.2
(Paragraphs deleted)
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.

(Paragraphs deleted)
§ 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 A201–2017.

§ 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.)

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1970487923)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Double AA Construction Company, LLC. has completed the contract for Mobile Public Library Toulminville Branch - Re-Roofing 601 Stanton Road Mobile, AL 36617 BG-064D-21. 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 Architect 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.)

[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:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1970487923)

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Robert Fleming, Owner
Double AA Construction Company, LLC
8735 Lott Rd
Wilmer, AL 36587

§ 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.

.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

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1970487923)

.4 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

.5 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.

.6 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

.7 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.8 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

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

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.

.9 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.10 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.

.11 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.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1970487923)

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:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. 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 five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1970487923)

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

(Paragraph deleted)

.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
G00I	TITLE SHEET, DRAWING INDEX, VICINITY MAP SYMBOLS, ABBREVIATIONS, GENERAL NOTES	02/28/2024
G002	CODE SUMMARY BUILDING #1, PUBLIC LIBRARY – TOULMINVILLE	02/28/2024
LSIOI	BUILDING# 1 TOULMINVLLE PUBLIC LIBRARY, LOCATION MAP	02/28/2024
1 - A100	BUILDING# 1 TOULMINVILLE PUBLIC LIBRARY, ROOF PLAN	02/28/2024
1 - A101	BUILDING# 1 TOULMINVILLE PUBLIC LIBRARY, PHOTOS	02/28/2024
1 – A102	BUILDING# 1 TOULMINVILLE PUBLIC LIBRARY, DETAILS	02/28/2024
1 – A103		02/28/2024

.4 Specifications

Section	Title	Date
DIVISION I	**GENERAL REQUIREMENTS**	
01 10 00	Summary	02/28/2024
01 21 00	Allowances	02/28/2024
01 25 12	Substitution Request Form	02/28/2024
01 25 13	Substitution Procedures	02/28/2024
01 26 00	Contract Modification Procedures	02/28/2024
01 50 00	Temporary Facilities and Controls	02/28/2024
01 60 00	Product Requirements	02/28/2024
01 70 00	Execution Requirements	02/28/2024
0l 73 29	Cutting and Patching	02/28/2024
0l 78 39	Project Record Documents	02/28/2024
DIVISION 2	**SITE CONSTRUCTION**	
02 41 19	Selective Demolition	02/28/2024

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1970487923)

DIVISION 3	**CONCRETE** Not Used	
DIVISION 4	**MASONRY** Not Used	
DIVISION 5	**METALS** Not Used	
DIVISION 6	**WOOD AND PLASTIC**	
06 10 00	Rough Carpentry	02/28/2024
DIVISION 7	**THERMAL AND MOISTURE PROTECTION**	
07 55 20	SBS Modified Bituminous Membrane Roofing	02/28/2024
07 59 10	Membrane Re-roofing Preparation	02/28/2024
07 62 00	Sheet Metal Flashing and Trim	02/28/2024
07 92 00	Joint Sealants	02/28/2024
DIVISION 8	**DOORS AND WINDOWS**	
08 45 13	Translucent Roof Plastic Glazing	02/28/2024
DIVISION 9	**FINISHES**	
09 91 20	Painting	02/28/2024
DIVISION 10	**SPECIALTIES** Not Used	
DIVISION 11	**EQUIPMENT** Not Used	
DIVISION 12	**FURNISHINGS** Not Used	
DIVISION 13	**SPECIAL CONSTRUCTION** Not Used	
DIVISION 14	**CONVEYING SYSTEMS** Not Used	
DIVISION 15	**MECHANICAL** Not Used	
DIVISION 16	**ELECTRICAL** Not Used	

.5 Addenda, if any:

Number	**Date**
#1	March 7, 2024
#2	March 21, 2024

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.

(Paragraph deleted)

Init.
/

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1970487923)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and 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 Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1970487923)

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents© Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Double AA Construction Company, LLC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Robert Fleming, Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Robert Fleming** as **Owner** of **Double AA Construction Company, 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 15th. day of April, 2024.

NOTARY PUBLIC
My Commission Expires: February 2, 2027

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:39:52 ET on 04/04/2024 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1970487923)

Bond Number: RCB0047753

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, Double AA Construction Company, LLC., 8735 Lott Road, Wilmer, Alabama 36587, hereinafter called the Principal, and RLI Insurance Company, 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 Seven Hundred Fifty Nine Thousand Five Hundred and 00/100 Dollars ($759,500.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 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 Mobile Public Library Toulminville Branch - Re-Roofing (BG-064D-21) 601 Stanton Road, Mobile, Alabama, 36617, 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 15 day of April, 2024.

CONTRACTOR AS PRINCIPAL
Company: Double AA Construction Company, LLC
(Corporate Seal)
By: Robert Fleming
(Signature)
Name and Title: Robert Fleming, Owner

SURETY
Company: RLI Insurance Company
(Corporate Seal)
By: _____
(Signature)
Name and Title: B. Doyle Campbell, Attorney-in-fact

Resident Agent: _____
(Signature)
Name and Title: B. Doyle Campbell, AL Resident Agent
Company Name: BaySide Surety Brokerage, Inc.
Address: PO Box 851074
Mobile, AL 36685
Phone and Fax: 251-661-0745 / 251-661-0790

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D Fick — Corporate Secretary

Bond Number: RCB0047753

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, Double AA Construction Company, LLC., 8735 Lott Road, Wilmer, Alabama 36587, as Principal, and RLI Insurance Company, 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 Seven Hundred Fifty Nine Thousand Five Hundred and 00/100 Dollars ($759,500.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Public Library Toulminville Branch - Re-Roofing (BG-064D-21) 601 Stanton Road, Mobile, Alabama, 36617, 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 B. Doyle Campbell **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 15 day of April, 2024

CONTRACTOR AS PRINCIPAL
Company: Double AA Construction Company, LLC
(Corporate Seal)
By: Robert Fleming
(Signature)
Name and Title: Robert Fleming, Owner

SURETY
Company: RLI Insurance Company
(Corporate Seal)
By: _____
(Signature)
Name and Title: B. Doyle Campbell, Attorney-in-fact

Resident Agent: _____
(Signature)
Name and Title: B. Doyle Campbell, AL Resident Agent
Company Name: BaySide Surety Brokerage, Inc.
Address: PO Box 851074
Mobile, AL 36685
Phone and Fax: 251-661-0745 / 251-661-0790

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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	Double AA Construction Company, LLC.
Address	8735 Lott Road, Wilmer, Alabama 36587
Telephone	(251) 645-1266
E-Mail	doubleaaconst@aol.com

RFP/RFQ Solicitation Number	BG-064D-21
Project Description	Mobile Public Library, Toulminville Branch Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male eight Female zero Minority four Non-minority four SDVO zero Total #of Employees eight

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert Fleming

Signature: Robert Fleming Date: March 27, 2024

Title: Owner

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

Name: Robert Fleming Title: Owner

Email: doubleaaconst@aol.com Phone: (251) 645-1266

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 Double AA Construction Company, LLC. Your Bid/Proposal Amount $ 759,500.00 Date: March 27,2024

BG / 064D / 21 Description Mobile Public Library, Toulminville Branch, Re-Roofing

Name of Bidder/Proposer: Double AA Construction Company, LLC.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
SOPREMA		Roofing Material Supplier	150,000.00	20%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Double AA Construction Company, LLC.

Contact Person: Robert Fleming Phone (251) 645-1266 Email doubleaaconst@aol.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 through the Alabama Department of Transportation UCP DBE Listing
	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	**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.)
	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 in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	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.

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.

_X_ 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. _____

_____

_____

Double AA Construction Company, LLC	
Entity ID Number	000-315-936
Entity Type	Domestic Limited Liability Company
Principal Address	8735 LOTT RD WILMER, AL 36587
Principal Mailing Address	8735 LOTT RD WILMER, AL 36587
Status	Exists
Place of Formation	Mobile County
Formation Date	08/06/2014
Registered Agent Name	FLEMING, ROBERT A
Registered Office Street Address	8735 LOTT RD WILMER, AL 36587
Registered Office Mailing Address	8735 LOTT RD WILMER, AL 36587
Nature of Business	TO ENGAGE IN CONSTRUCTION BUSINESS
Organizers	
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Annual Reports	
Report Year	2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	08/18/2014
Miscellaneous Filing Entry	New Entity Effective 08-10-2014 17:00
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/18/2014 Certificate of Formation 4 pgs.

Browse Results New Search

Company ID Number: 491440

Approved by:

Employer Double AA Construction Company	
Name (Please Type or Print) Robert S Fleming	Title Owner
Signature Electronically Signed	Date 01/18/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/18/2012

E-Verify

Company ID Number: 491440

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Double AA Construction Company
Company Facility Address	8735 Lott Rd Wilmer, AL 36587
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	542117126
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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

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

PRODUCER	CONTACT NAME: Danelle Stokes
Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	PHONE (A/C, No, Ext): (251) 544-7237 FAX (A/C, No): E-MAIL ADDRESS: dstokes@valentgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Mutual Insurance Company	25135
INSURER B : Travelers Property & Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Double Aa Construction Company, LLC
8735 Lott Rd
Wilmer AL 36587-9201

COVERAGES **CERTIFICATE NUMBER:** CL2311745597 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	10155713CP	11/24/2023	11/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	10155714CA	11/24/2023	11/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	10155719CU	11/24/2023	11/24/2024	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 5,000,000 $ 5,000,000 $
	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					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Installation or Builders Risk $1,000 deductible			660-9S448313	11/24/2023	11/24/2024	Total Limit per job Temp Storage Limit Transit Limit	1,500,000 250,000 250,000

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

[Job #: BG-064D-21 Job Type: Mobile Public Library Toulminville Branch Re-Roof]
[Loc:601 Stanton Rd, Mobile, AL 36617]
City of Mobile is named as an additional insured with respect to the general, automobile and the umbrella liability as required by written contract. All policies shall be primary and non-contributory with any other insurance in force or which may be purchased by the additional insured. A waiver of subrogation applies in favor of the City of Mobile as respects to general, automobile and umbrella liability. A 30 day notice of cancellation, non-renewal or material change applies(except 10 days for non-payment)

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

Marsha Greene

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AUTO PEAK SERIES FOR CONTRACTOR'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE

B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE

C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT

E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS

F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY OF OTHERS

G. PRIMARY AND NONCONTRIBUTORY

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE

1. Coverage

With respect to the coverage provided by this provision, the following is added to Paragraph **1.a**. of **Section I – Coverages - Coverage A – Bodily Injury And Property Damage Liability:**

We will pay, at your request, for "property damage" to property of others while that property is in the care, custody or control of the insured, arising out of your act or omission without regard to any legal obligation to pay damages.

2. Exclusions

Paragraph **2. Exclusions**, of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

a. With respect to the coverage provided by this endorsement, exclusions **2.j.(3), 2.j.(5)** and **2.j.(6)** of **Section I – Coverages – Coverage A - Bodily Injury And Property Damage Liability** do not apply.

b. With respect to the coverage provided by this endorsement, exclusion **2.j.(4)** is replaced with the following:

j. Damage To Property

"Property damage" to:

(4) Personal property in the care, custody or control of the insured at premises owned, occupied by or rented to an insured;

c. The following is added:

1) This insurance does not apply to "property damage" to property:

a) Arising from errors or mistakes in design plans or specifications committed by or on behalf of the insured.

b) While being transported by or caused by the ownership, maintenance, operation, use, loading or unloading of any "auto," watercraft or aircraft by an insured; or

c) Included in the "products – completed operations hazard".

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

3. **Limits of Insurance**

With respect to the coverage provided by this endorsement, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

a. Subject to **b.** below, the most we will pay for "property damage" including all resulting loss of use is:

1) $2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of $10,000; or

2) The amount shown in the Declarations, if greater than **1)** above, for Property Of Others In The Care, Custody, And Control Of The Insured.

b. The limit in **3.a.1)** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph **5.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

We will not pay for "property damage" in any one "occurrence" until the amount of loss or damage exceeds the deductible shown for this coverage in the policy declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable limit of insurance. The limits of insurance will not be reduced by the application of such deductible amount.

We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

c. The amount we pay for the sum of all occurrences in an annual policy period is the Aggregate Limit for this coverage. This amount is part of and not in addition to the Commercial General Liability General Aggregate Limit described in Paragraph **2.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

4. **Conditions**

With respect to the coverage provided by this endorsement, the following is added to **Section IV – Commercial General Liability Conditions:**

a. Any payment made under this endorsement shall not be interpreted as an admission of liability by you or us.

b. In the event of a loss covered by this endorsement, an insured shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at actual cost to an insured, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Any payment made by us shall not constitute an admission of liability by an insured, or by us.

c. With respect to the coverage provided by this endorsement Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended to include the following paragraph:

If any other insurance carried by an insured applies to a loss covered by this endorsement, the insurance under this coverage extension shall apply as excess insurance over such other insurance, collectable or not.

B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE

1. For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERGE C**, which can be attributed:

(i) only to ongoing operations at a single construction project away from premises owned or rented to you or;

(ii) to a single "location" owned or rented to you:

a. A separate Construction Project/"Location" General Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

b. The Construction Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **SECTION I - COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project/"Location" General Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" General Aggregate Limit for any other construction project or covered "location".

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project/"Location" General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single construction project or only to operations at a single "location":

a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Construction Project/"Location" General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed

(i) only to "your work" at a single designated project; or

(ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location".

a. A separate Construction Project/"Location" Products-Completed Operations Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

b. The Construction Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organization making claims or bringing "suits"

c. Any payments made under **COVERAGE A** for damages shall reduce the Construction Project/"Location" Products-Completed Operations Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" Products-Completed Operations Aggregate Limit for any other construction project or covered "location".

d. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Construction Project/"Location" Products-Completed Operations Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:

(i) "your work" at a single designated project; or

(ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location":

a. Any payments made under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and

b. Such payments shall not reduce any Construction Project/"Location" Products-Completed Operations Aggregate Limit.

3. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

'Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III – LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT

The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

1. **SECTION II – WHO IS AN INSURED** is amended to include 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:

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

a. 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:

(1) The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or

(2) The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(a) Your ongoing operations, with respect to Paragraph **D.1.a.(1)** above; or

(b) "Your work" and included in the "products-completed operations hazard",, with respect to Paragraph **D.1.a.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.a.**, insurance afforded to such additional insured:

i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs 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.

b. 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:

(1) The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or

(2) The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of:

1. Your ongoing operations, with respect to Paragraph **D.1.b.(1)** above; or

2. "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **D.1.b.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.b.**, insurance afforded to such additional insured:

i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs 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.

c. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

(2) With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(a) Your acts or omissions; or

(b) 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 **D.1.c.** insurance afforded to such additional insured:

i. Only applies to the extent permitted by law;

ii. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

iii. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.

d. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to the "products-completed operations hazard" if no form is specified,

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" 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 **D.1.d.,** 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" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

2. With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:

(1) The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(2) Supervisor or inspection activities performed as part of any related 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.

3. With respect to the insurance afforded to an additional insured under Paragraph **D.1.c.** or Paragraph **D.1.d.** of this endorsement, the following applies:

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

a. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by a written contract or written agreement; 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.

b. Paragraph **9.**f. of **SECTION V - DEFINITIONS** is amended as follows:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. With respect to the coverage provided under this endorsement:

a. The following is added to Paragraph **4.a.** of the **Other Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Primary and Noncontributory Insurance

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. 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.

5. This additional insured provision does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS

1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

2. **SECTION II – WHO IS AN INSURED** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:

   a. Liability for "bodily injury", "property damage" or "personal and advertising injury" 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 for which the permit was issued; and

   b. Permits:

   (1) Currently in effect or becoming effective during the term of this policy; and

   (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.

3. With respect to the insurance afforded to the additional insured described in **E. 2.** above, this insurance does not apply to:

   a. Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

4. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   b. Required by the contract or agreement; or

   c. 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.

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

G. PRIMARY AND NONCONTRIBUTORY

Subparagraph **a. Primary Insurance** of Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Includes copyrighted material of
Insurance Services Office, Inc., with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Double AA Construction Co.

Endorsement Effective Date: 11/24/2022

CONTENTS:

A. ADDITIONAL INSURED – AUTOMATIC STATUS
B. BROADENED INSURED
C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
E. RESULTANT MENTAL ANGUISH
F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
G. EMPLOYEES AS INSUREDS
H. EMPLOYEE HIRED AUTOS
I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

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.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is 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 by your "employee" under a contract in that individual "employee's" name, with your 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".

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.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 under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2024

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

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

PRODUCER *CCMSI* *c/o WorkersFirst CompFund* *2 East Main Street Ste 208* *Danville, IL 61832*	CONTACT NAME: *Linda Hudgins* PHONE (A/C, No, Ext): *(888)-578-5555 8417* FAX (A/C, No): *217-477-6772* E-MAIL ADDRESS: *workersfirst@ccmsi.com*
INSURED *DOUBLE AA CONSTRUCTION CO. LLC* *8735 LOTT ROAD* *WILMER, AL 36587*	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : *WorkersFirst CompFund* INSURER B : *Midwest Employers Casualty Company* — *23612* INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	*EWC005404(WC)*	*1/1/2024*	*1/1/2025*	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: *Y* N/A			*PPAL127200(EL)*			E.L. EACH ACCIDENT	$ *1,000,000*
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ *1,000,000*
							E.L. DISEASE - POLICY LIMIT	$ *1,000,000*

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

Project: #BG-064D-21- Mobile Public Library Toulminville Branch Re-Roof. Waiver of Subrogation in favor of City of Mobile applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): Robert Fleming Owner;

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
Linda Hudgins

© 1988-2015 ACORD CORPORATION. All rights reserved.

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
City of Mobile
P.O. Box 1827
Mobile, AL 36633

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 ***4/5/2024 - 12/31/2024*** Policy No. ***PPAL127200(EL)*** Endorsement No.
Insured Premium ***0***
DOUBLE AA CONSTRUCTION CO. LLC
Insurance Company Countersigned by Linda Hudgins
WorkersFirst Comp Fund

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Director Cassie Boatwright, Real Estate and Asset Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the execution of the Covenant of Purpose, Use, and Ownership between the City of Mobile and the U.S. Department of the Treasury in support of Grant No. RDCGR010111-01-02: Africatown Welcome Center: Phase I and II.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/6/2024
Covenant of Purpose	Backup Material	5/6/2024
Opinion of Probable Cost	Backup Material	5/6/2024
County Add Funds Letter	Backup Material	5/6/2024
Previously Approved Covenant of Purpose	Backup Material	5/6/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	5/8/2024 - 2:50 PM
Legal	Kern, Chris	Approved	5/9/2024 - 1:05 PM
Legal	Kern, Chris	Approved	5/9/2024 - 1:06 PM

Mayors Office	Barber, James	Approved	5/9/2024 - 2:25 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile the Covenant of Purpose, Use, and Ownership between the City of Mobile and the U.S. Department of the Treasury in support of Grant No. RDCGR010111-01-02: Africatown Welcome Center: Phase I and II.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to sign any agreements or other documents and provide any information required by the U.S. Treasury Department or the Alabama Department of Conservation and Natural Resources. All agreements, together with the exhibits, shall be filed with the City Clerk after execution.

Adopted:

_____

City Clerk

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this __ day of ____, 2024 (hereinafter referred to as the "Covenant"), by and between the **City of Mobile, Alabama**, owner of the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called "Property"), whose address is **205 Government Street, Mobile, Alabama 36602** (hereinafter with its successors and assigns called "Owner") and the United States Department of the Treasury, Office of Gulf Coast Restoration, whose address is 1500 Pennsylvania Ave NW, Washington, DC 20220 (hereinafter with successors and assigns called "Treasury").

RECITALS

WHEREAS, **Alabama Department of Conservation and Natural Resources** ("Recipient") submitted an application to Treasury for financial assistance under the Direct Component program authorized by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, Pub. L. No. 112-141 (hereinafter the "RESTORE Act") and Treasury made an award to Recipient on January 12, 2023, Grant No. **RDCGR010111-01-02** (the "Award") in the amount of **$6,375,969.00** (hereinafter called "Award Amount") for the construction of the **Africatown Welcome Center: Phase I and II** (the "Project"); and

WHEREAS, said Project includes improving the Property consisting of the construction of the **Africatown Welcome Center** for **cultural heritage and to promote tourism to the area** (the "Project Purposes"); and

WHEREAS, the total approved Project budget as of the time of the recordation of this Covenant is **$6,603,000**, which includes a non-federal share of **$878,927** from the **City of Mobile, Alabama**; and

WHEREAS, Recipient and the Owner executed **Subaward Grant Agreement – Amendment No. 2** (the "Subaward Agreement"), dated March 20, 2023, in the amount of **$6,224,073.00**, whereby Recipient agreed to disburse Award funds to the Owner to implement the Project; and

WHEREAS, Recipient accepted the Award (together with all documents attached thereto or incorporated therein and hereinafter called "Award Agreement") thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement, including, but not limited to, the applicable requirements of the RESTORE Act, 31 C.F.R. Part 34, and 2 C.F.R. Part 200; and

WHEREAS, in executing the Subaward Agreement, the Owner agreed to be subject to the terms and conditions contained in the Award Agreement, including, without limitation, the applicable requirements of the RESTORE Act, 31 C.F.R. Part 34, and 2 C.F.R. Part 200; and

WHEREAS, Owner agreed to record this Covenant in the land records of **Mobile County, Alabama**, located in the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the Property; and

WHEREAS, the **Records of the Judge of Probate Court of Mobile County, Alabama** located at **2915 Mobile County Government Annex, 151 Government Street, Mobile, Alabama 36602** is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance provided by Treasury through a subaward from the Recipient and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used for the Project Purposes, Owner hereby covenants and agrees as follows:

1. The Estimated Useful Life ("EUL") of the Project is **Fifty (50)** years from the date of Project completion. During the EUL of the Project, the Owner agrees to hold its interest in the Property in trust to carry out the Project Purposes.

2. Owner agrees that for the EUL of the Project, set forth above, the Owner will not sell, transfer, lease, assign, encumber, convey, or mortgage any interest in the Property without Treasury's prior written approval. Owner agrees it shall not use the Property for purposes other than the Project Purposes or use the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34, without Treasury's prior written approval. Such approval may be conditioned, among other things, on Owner's payment to Treasury for the Federal Interest (as hereinafter defined) in the Property, in accordance with 2 C.F.R. 200.311(c). The Federal Interest is the current fair market value of the Property improvements made under the Award multiplied by Treasury's percentage of participation in the Project improvements, and to the extent that the Property was purchased under the Award, the Federal Interest also includes the current fair market value of the Property multiplied by Treasury's percentage of participation in the purchase of the Property. The Federal Interest does not include that portion of the current fair market value of the Property attributable to acquisitions or improvements that are not part of the Project.

3. As of the date of recordation of this Covenant, Treasury and Owner agree that the percentage of participation in the Project is deemed to be **86.68%**; however, this may change during the period of performance as a result of an amendment to the Award Agreement that increases or decreases Treasury funds or third-party funds for the Project. At any point during the Award Period of Performance, unless otherwise provided in the Award Agreement, Treasury's percentage of participation in the project shall be equal to the amount of Treasury funds obligated for the Project under the terms of the Award Agreement, as it may be amended, divided by the total approved Project budget, expressed as a percentage.

4. Owner further agrees that if the Recipient notifies the Owner that Treasury's percentage of participation changes during the Award period of performance, the Owner shall record an updated covenant with Treasury's updated percentage of participation in the Project no later than 120 days after the end of the Award period of performance and provide a copy of this updated and recorded covenant to Treasury.

5. Owner further agrees that during the EUL of the Project, the Owner will repay Treasury for the Federal Interest in the Property, in accordance with 2 C.F.R. 200.311(c), in the event the Property is used for purposes other than Project Purposes without the prior written approval of Treasury, or in the event the Property is sold, leased, transferred, conveyed, assigned, encumbered, or mortgaged without the prior written approval of Treasury.

6. Owner further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from Treasury through a subaward from the Recipient, Owner shall execute and place on record against the Property this Covenant and shall provide Treasury with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require a copy of a title insurance, title search, or title opinion from the Owner showing that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant, and that the Covenant has been properly recorded.

7. Owner further agrees that whenever the Property is sold, leased, or otherwise conveyed, Owner shall add to the instrument of conveyance, pursuant to 2 C.F.R. 200.316, a Covenant of Purpose, Use and Ownership to document the Federal Interest in the Property. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require a copy of a title insurance, title search, or title opinion that shows the covenant is valid and enforceable according to its terms and has been properly recorded.

8. Owner understands and agrees that the Federal Interest in the Property cannot be subordinated, diminished, nullified, or released by any encumbrance of the Property, or any other conveyance or action taken by the Owner, without prior written permission from Treasury. Notwithstanding the foregoing or any other section of this Agreement, Owner may repay to Treasury an amount equal to the Federal Interest at any time during the EUL of the project, and upon receipt, Treasury shall release its Federal Interest and provide documentation evidencing the release or termination of the Federal Interest on the Property.

9. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.

10. This Covenant shall run with the land.

11. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Owner has hereunto set their hand as of the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.

City of Mobile, Alabama

_____
Mayor William S. Stimpson

ATTEST:

_____
Deputy Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that William S. Stimpson, whose name as Mayor of the City of Mobile, and _____whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Covenant of Purpose, Use and Ownership and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Covenant, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

Given under my hand this_ day of _____, 2024.

_____
Notary Public

My Commission Expires:

Exhibit A

Legal Description of Property

Beginning at the point of intersection of the East line of Southern Railway Company right of way and the North line of Block 1 of East Highlands Subdivision as recorded in Deed Book 156 page 594, Probate Court Records of Mobile County, Alabama; run thence Northwardly along the East line of Southern Railway right of way a distance of 245 feet, more or less to the North line of property conveyed to Katherine C. Cochrane by deed from John T. Cochrane, Jr. et al dated July 1, 1940 and recorded in Deed Book 296 page 600; thence Eastwardly along said North line a distance of 440 feet more or less to the West line of Bay Bridge Cut-Off Road; thence run Southwardly along the West line of Bay Bridge Cut-Off Road 310 feet; more or less to a point of the North line of said Block 1 East Highlands Subdivision; thence Westwardly along the North line of East Highlands Subdivision 370 feet; more or less to the point of beginning and otherwise known as 1959 Bay Bridge Road Cutoff.

MOTT MACDONALD

Mr. Roger Washington
Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36644

Your Reference
CL-036-21 Africatown Welcome Center

Our Reference
502100719

April 25, 2024

Re: Opinion of Probably Cost for the COM Africatown Welcome Center

Dear Mr. Washington,

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile
AL 36602
United States of America

T +1 (251) 298-8476
mottmac.com

Mott MacDonald Architects, Inc. (MM) respectfully submits the following opinion of probably cost for the Africatown Welcome Center. It includes all allowances and is based on recently bid projects of similar scale by our office. It should not be considered for any official funding request.

Project description:

The City of Mobile engaged MM to design a welcome center and interpretive space for the Africatown Community, The 5600 square foot under roof structure is slab on grade and steel framed with a standing seam metal roof. The 3500 square foot interior space is clad in brick and tile with aluminum storefront glazing. Interior walls are gypsum or tile in the wet areas. Carpet and resinous floors and acoustical tile ceilings will finish out the spaces. HVAC will be provided by 3 DX units and there will be multiple restrooms for visitors and a break room with sink for employees.

Exterior improvements include upgrading the utilities, enlarging the parking lot, enlarging storm water capacity (to include underground retention), and landscape/ hardscape.

Opinion of Probable Cost:

Building:	$3,305,000.00
Divisions 3-10; 15; 26-27	
Civil:	$1,280,000.00
Divisions 2; 31-33	
Demolition:	$75,000.00
Division 2	$1,500,000.00

MOTT MACDONALD

Division 32

Allowances: $443,000.00

Contingency, Appliance, Sculptural Tree, Sculptural Water Feature, IT and Security

Total Estimated Construction Cost: $6,603,000.00

Sincerely,

Andrew Marasca, RA
Senior Project Architect
251 298-8476
andrew.marasca@mottmac.com

Mott MacDonald Restricted

OFFICE OF MOBILE COUNTY ATTORNEY

JAY M. ROSS
County Attorney
jay.ross@mobilecountyal.gov

JOHN W. ADAMS, JR.
Chief Staff Attorney
john.adams@mobilecountyal.gov

CHRISTINA MILAM ADCOCK
Staff Attorney
christina.adcock@mobilecountyal.gov

March 12, 2024

LINDA D. BAKER
Legal Assistant
linda.baker@mobilecountyal.gov

VIA EMAIL ONLY: Roger.Washington@cityofmobile.org

Roger D. Washington, Jr.
City of Mobile
Capital Improvements Project (CIP) Manager
Architectural Engineering Department
Fifth Floor, South Tower
Mobile, AL 36602

RE: Africatown Welcome Center, a City of Mobile Project

Dear Mr. Washington:

I have been informed that you requested a letter from the Mobile County Commission (the "County") confirming the County's agreement to provide additional funding for the Africatown Welcome Center, to comply with the requirements of certain other governmental entities who are providing funding or are interested parties.

The Mobile County Commission entered into an intergovernmental agreement with the City of Mobile, that was approved at the Mobile County Commission Meeting on March 11, 2024, Agenda Item No. 7, to provide certain additional funding for the construction of the Africatown Welcome Center in the amount of Nine Hundred Thousand and 00/100 ($900,000.00), should the construction bid for the Africatown Welcome Center exceed the allotted Six Million, Two Hundred Twenty-Four, Seventy-Three Dollars and 00/100 ($6,224,073.00).

Should you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely yours,

JAY M. ROSS
County Attorney

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this __ day of January, 2024 (hereinafter referred to as the "Covenant"), by and between the **City of Mobile, Alabama**, owner of the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called "Property"), whose address is **205 Government Street, Mobile, Alabama 36602** (hereinafter with its successors and assigns called "Owner") and the United States Department of the Treasury, Office of Gulf Coast Restoration, whose address is 1500 Pennsylvania Ave NW, Washington, DC 20220 (hereinafter with successors and assigns called "Treasury").

RECITALS

WHEREAS, **Alabama Department of Conservation and Natural Resources** ("Recipient") submitted an application to Treasury for financial assistance under the Direct Component program authorized by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act), Pub. L. No. 112-141 (hereinafter the "RESTORE Act"); and Treasury made an award to **Alabama Department of Conservation and Natural Resources** on April 28, 2020, amended on August 9, 2022 and January 12, 2023, Grant No. **1 RDCGR010111-01-02** (the "Award") in the amount of $6,375,969 (hereinafter called "Award Amount"); and

WHEREAS, the total approved Project budget as of the time of the recordation of this Covenant is **$6,532,875**, which includes a non-federal share of **$308,802** from the Owner for the construction of the **Africatown Welcome Center: Phase I and Phase II** (hereinafter called "Project"); and

WHEREAS, said Project includes improving the Property consisting of the construction of **the Africatown Welcome Center**; and

WHEREAS, Recipient accepted the Award (together with all documents attached thereto or incorporated therein and hereinafter called "Award Agreement") thereby binding itself and making itself subject to terms and conditions contained in the Award Agreement including, but not limited to, the applicable requirements of the RESTORE Act, 31 CFR Part 34, and 2 CFR Part 200; and

WHEREAS, Owner agreed to record this Covenant in the land records of **Mobile County, Alabama**, located in the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the Property; and

WHEREAS, the **Records of the Judge of Probate Court of Mobile County, Alabama** located at **2915 Mobile County Government Annex, 151 Government Street, Mobile, Alabama 36602** is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance provided by Treasury and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both Treasury and by the Recipient, Owner hereby covenants and agrees as follows:

1. The Estimated Useful Life ("EUL") of the Project is **Fifty (50)** years from the date of Project completion. During the EUL of the Project, the Owner agrees to hold its interest in the Property in trust to carry out the public purposes of the Project funded by the Award.

2. Owner agrees that for the EUL of the Project, set forth above, the Owner will not sell, transfer, lease, assign, encumber, convey, or mortgage any interest in the Property without Treasury's prior written approval. Owner agrees it shall not use the Property for purposes other than the Project Purposes or use

the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act and Treasury's implementing regulations, 31 CFR Part 34, without Treasury's prior written approval. Such approval may be conditioned, among other things, on Owner's payment to Treasury for the Federal Interest (as hereinafter defined) in the Property. The Federal Interest is the current fair market value of the Property improvements made under the Award multiplied by Treasury's percentage of participation in the Project improvements, and to the extent that the Property was purchased under the Award, the Federal Interest also includes the current fair market value of the Property multiplied by Treasury's percentage of participation in the purchase of the Property. The Federal Interest excludes that portion of the current fair market value of the Property attributable to acquisition or improvements that are not part of the Project. Such approval may be conditioned, among other things, on Owner's payment to Treasury for the Federal Interest (as hereinafter defined) in the Property, in accordance with 2 CFR 200.311(c).

3. As of the date of recordation of this Covenant, Treasury and Owner agree that the percentage of participation in the Project is deemed to be **98%**; however, this may change during the period of performance as a result of an amendment to the Award that increases or decreases Treasury funds or third-party funds for the Project. At any point during the Project, Treasury's percentage of participation in the project shall be equal to the amount of Treasury funds obligated for the Project under the terms of the Award, divided by the total approved Project budget, as amended, expressed as a percentage.

4. Owner further agrees that if the Recipient notifies the Owner that Treasury's percentage of participation changed during the Award period of performance, the Owner shall, at a minimum, record an updated covenant with Treasury's updated percentage of participation in the Project no later than 120 days after the end of the Award period of performance and provide a copy of this updated and recorded covenant to Treasury.

5. Owner further agrees that during the EUL of the Project, the Owner will repay Treasury for the Federal Interest in the Property in the event the Property is used for purposes other than Project Purposes without the prior written approval of Treasury, or in the event the Property is sold, leased, transferred, conveyed, encumbered, or mortgaged without the prior written approval of Treasury.

6. Owner further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from Treasury, Owner shall execute and place on record against the Property this Covenant and shall provide Treasury with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require a copy of a title insurance, title search, or title opinion from the Owner showing that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant.

7. Owner further agrees that whenever the Property is sold, leased, or otherwise conveyed, Owner shall add to the instrument of conveyance, pursuant to 2 C.F.R. 200.316, a Covenant of Purpose, Use and Ownership to document the Federal Interest in the Property. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require a copy of a title insurance, title search, or title opinion that shows the covenant is valid and enforceable according to its terms and has been properly recorded.

8. Owner understands and agrees that the Federal Interest in the Property cannot be subordinated, diminished, nullified, or released by any encumbrance of the Property, or any other conveyance or action taken by the Owner, without prior written permission from Treasury. Notwithstanding the foregoing or any other section of this Agreement, Owner may repay to Treasury an amount equal to the Federal Interest at any time during the EUL of the project, and upon receipt, Treasury shall release its Federal Interest and provide documentation evidencing the release or termination of the Federal Interest on the Property.

9. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.

10. This Covenant shall run with the land.

11. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Owner has hereunto set their hand as of the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.

(The appropriate acknowledgment must be included for recording in Owner's jurisdiction.)

City of Mobile, Alabama

William S. Stimpson
2024.02.23 09:16:11
-06'00'

Mayor William S. Stimpson

ATTEST:

Lisa C. Lambert
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that William S. Stimpson, whose name as Mayor of the City of Mobile, and Lisa C. Lambert whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Covenant of Purpose, Use and Ownership and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Covenant, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

Given under my hand this ___day of _____, 2024.

Notary Public

My Commission Expires:

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/11/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/11/2024 - 12:50 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
145, 151, 176, 195, 350, and 400 Dunlap Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 16, 2024,** a public hearing will be held on the **21st** day of **May, 2024,** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 145, 151, 176, 195, 350, and 400 Dunlap Drive.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on July 20, 2023 to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites on property located 145, 151, 176, 195, 350, & 400 Dunlap Drive and described as follows:

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE

OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF

167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 23, 2024 to allow multiple buildings on multiple parcels, with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

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

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the **21st** day of **May, 2024**, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the **24th** day of **April, 2024** in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 145, 151, 176, 195, 350, & 400 Dunlap Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on July 20, 2023. The owner of said property has applied for a Major Modification of the PUD to allow multiple buildings on multiple parcels, with shared access and parking. If approved, the major modification will allow multiple buildings on multiple parcels, with shared access and parking subject to the following proposed conditions: 1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive; 2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording); 3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees); 4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas; 5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b); 6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection; 7. Compliance with all Engineering comments noted in the staff report; 8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report; 9. Compliance with all Urban Forestry comments noted in the staff report; 10. Compliance with all Fire Department comments noted in the staff report; 11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and 12. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on July 20, 2023 to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites on property located 145, 151, 176, 195, 350, & 400 Dunlap Drive and described as follows:

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL;

THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 23, 2024 to allow multiple buildings on multiple parcels, with shared access and parking.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
145, 151, 176, 195, 350, & 400 Dunlap Drive
Council District 2
William Carroll

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 11, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 21, 2024 considered the request of Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow multiple buildings on multiple parcels, with shared access and parking for the property located at 145, 151, 176, 195, 350, & 400 Dunlap Drive.

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

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
April 11, 2024

Joey Nunally
Austal USA
100 Austal Way
Mobile, Alabama 36602

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

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

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

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

a. The request is consistent with all applicable requirements of this Chapter;
b. The Request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in the staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $999.78 Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

LEGAL DESCRIPTIONS

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 87, PAGE 05 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'26"W 50.00 FEET TO A POINT; THENCE N71°57'53"E, 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) 68 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'26"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N71°48'04"E, 232.43 FEET; THENCE S17°53'26"E 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°48'04"E, 105 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 85 FEET, MORE OR LESS, TO A POINT; THENCE S71°48'04"W 105.00' TO A

POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLOP DRVE, THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET, TO A POINT; THENCE S17°41'22"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS, TO A POINT; THENCE S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 279.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°18'38"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'22"E, 170 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°18'38"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'22"W, 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL 94.56 FEET, MORE OR LESS; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 130.26 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N71°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS; THENCE S26°48'36"W, 42.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"W, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S71°47'43"W ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 64.56 FEET, TO THE POINT OF BEGINNING; THENCE S71°47'43"W, ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET, MORE OR LESS, TO A POINT; THENCE S63°11'25"E 42.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCEL

LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

MMF ADDTION PARCEL

LOT 1 OF AUSTAL OUTFIT YARD, AS RECORDED IN MAP BOOK 125, PG 119, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION (TO BE ACQUIRED FROM ALDOT

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 582 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 731 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.30 FEET TO A POINT; THENCE N19°40'41"W, 40.09 FEET TO A POINT; THENCE N6°42'35"E, 74.78 FEET TO A POINT; THENCE N10°48'50"W, 511.53 FEET TO A POINT; THENCE N72°18'8"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'8"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.63 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°9'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS,

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

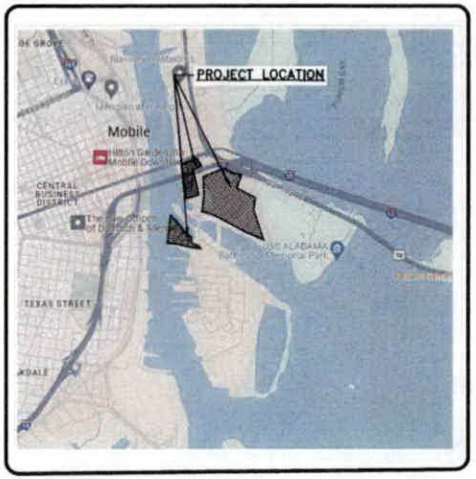
ADDRESS: 100 AUSTAL WAY MOBILE, AL 36602

FEBRUARY, 2024

VICINITY MAP

N

N.T.S.



VICINITY MAP

PARKING DATA	
SPACES REQUIRED	1,594
SPACES PROVIDED	2,687
OMITTED SPACES DUE TO BRIDGE CONSTRUCTION	650
PROPOSED TEMPORARY PARKING SPACES	693
FUTURE PARKING SPACES	534

LANDSCAPE REQUIREMENTS

TOTAL AREA = 5,489,523 SQ. FT.

MULTIPLY BY = 12%

TOTAL LANDSCAPED AREA REQUIRED = 1,000,000 SQ. FT. ±

FRONT YARD ROAD FRONTAGE = 5025 L.F. DIVIDED BY 30 FT. = 160 HERITAGE TREES REQUIRED
164 HERITAGE TREES PRESENTLY ON SITE

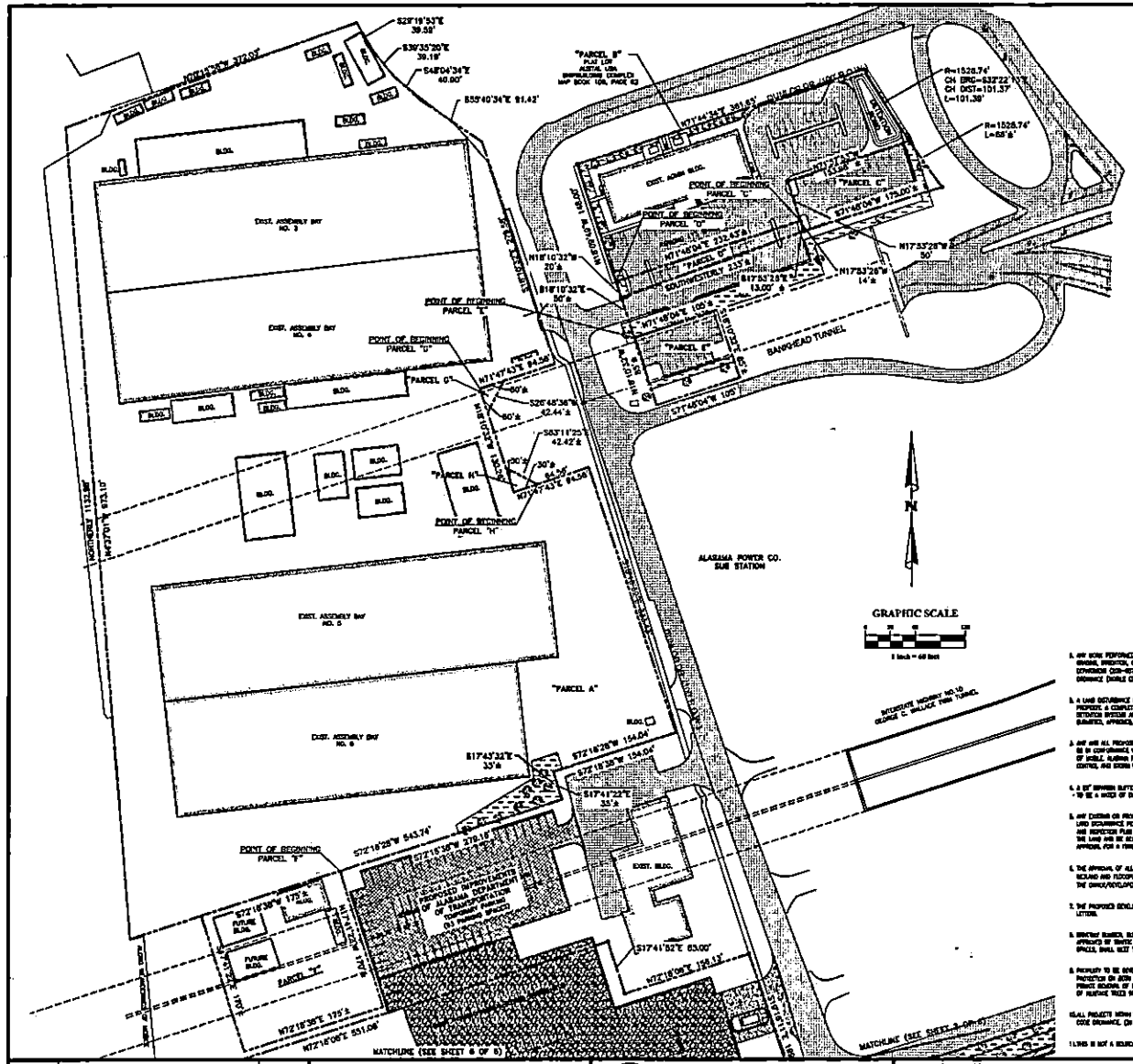
PROPERTY NOT FRONTING ROAD = 10,303 L.F. DIVIDED BY 30 FT. = 203 UNDER STORY TREES REQUIRED

TOTAL PARKING SPACES PROVIDED = 2,687 DIVIDED BY 20 = 134 UNDER STORY TREES REQUIRED

TOTAL AREA OF HARRISON PROPERTY = 603,451 SQ. FT. (13.85 ACRES ±)
(PROPOSED EXEMPT FROM LANDSCAPE REQUIREMENTS)

NOTE: ANTICIPATED TREE REMOVAL DURING BRIDGE CONSTRUCTION – 19 HERITAGE TREES

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900



GENERAL NOTES

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, EROSION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DIVISION (205-4070) AND MUST COMPLY WITH THE CITY OF MOBILE ROW-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPOSED 4 COMPLETE SET OF CONSTRUCTION PLANS INCLUDING BUT NOT LIMITED TO, GRADING, DRAINAGE, EROSION MICRO DETENTION SYSTEMS AND PARKS WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PLANS. THE 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 COMPLIANCE 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. A 20' DRAINAGE BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF WATERWAY CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE INSPECTED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A RECOMMENDATION OF A MAINTENANCE AND INSPECTION PLAN (DESIGN AND RESPONSIBILITY BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL BE SIGNED BY THE OWNER AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT SIGNING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. 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.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING STORMWATER DESIGN REQUIREMENTS AND POLICY LETTERS.

8. SIGNAGE NUMBER, SIZE, LOCATION AND DESIGN ARE SUBJECT TO THE APPROVAL AND PERMIT FROM ANY AND SHALL BE APPROVED BY TRAFFIC ENGINEERING AND COMPLY TO ADONS STANDARDS. ON SITE PARKING, BUILDING AND HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS OUTLINED IN SECTION 64-6 OF THE CITY ZONING ORDINANCE.

9. PROPERTY TO BE DEVELOPED IN ACCORDANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO FIRE PREVENTION AND PROTECTION BY BOTH CITY AND PARKS PURPOSES. (CODE ACT 2015-116 AND CITY CODE CHAPTER 57 PAR 91). PRIMARY EGRESS OF FIRES IN THE EVENT OF ANY WILL REQUIRE APPROVAL OF THE MOBILE FIRE DEPARTMENT, BUILDING OF ALTERNATE ROUTES WILL FROM A COMMERCIAL SITE WILL REQUIRE A FIRE HYDRANT POINT.

10. 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).

11. THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTIONS

PARCEL "A"

PLATTED LOT, AUSTAL USA SHIPBUILDING COMPLEX, AS RECORDED IN MAP BOOK 67, PAGE 69 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLATTED LOT, AUSTAL USA LLC AS RECORDED IN MAP BOOK 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE S77°45'04"E ALONG THE NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 333.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N17°53'28"E A DISTANCE OF 50.00 FEET TO A POINT; THENCE N77°53'28"E, 153.06 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.76 FEET) 65 FEET, MORE OR LESS, TO A POINT; THENCE S17°46'04"W, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°53'28"W, 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D" (LEASE PARCEL)

BEGINNING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN LINE OF THE 100 FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N77°45'04"E, 333.43 FEET; THENCE S17°53'28"E, 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY, 233 FEET, MORE OR LESS, TO THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"E ALONG THE EASTERN LINE OF DUNLAP DRIVE, 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E" (LEASE PARCEL)

COMMENCING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL WITH THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N18°10'32"E ALONG THE EASTERN RIGHT-OF-WAY OF DUNLAP DRIVE, 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N77°45'04"E, 100 FEET, MORE OR LESS, TO A POINT; THENCE S18°10'32"E, 80 FEET, MORE OR LESS, TO A POINT; THENCE S77°45'04"W, 100.00' TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE; THENCE N18°10'32"W ALONG THE EASTERN RIGHT-OF-WAY LINE OF DUNLAP DRIVE, 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINED 0.183 ACRES, MORE OR LESS.

PARCEL "F" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE S72°16'28"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 154.08 FEET; TO A POINT; THENCE S17°41'32"E ALONG SAID NORTHERN RIGHT OF WAY LINE, 35 FEET, MORE OR LESS; TO A POINT; THENCE S72°16'28"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 278.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S72°16'28"W ALONG SAID NORTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE N17°41'32"W, 175 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10; THENCE N72°16'28"E ALONG SAID SOUTHERN RIGHT OF WAY LINE, 175 FEET, MORE OR LESS, TO A POINT; THENCE S17°41'32"E, 175 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.845 ACRES, MORE OR LESS.

PARCEL "G" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"E, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S77°47'43"E ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL, 94.96 FEET, MORE OR LESS; THENCE N18°12'31"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL, 1.00.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N77°47'43"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL, 80.00 FEET, MORE OR LESS; THENCE S12°16'28"E, 43.44 FEET, MORE OR LESS, TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL; THENCE N18°10'32"W ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL, 80.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H" (LEASE PARCEL)

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE N18°10'32"E, 333.43 FEET, MORE OR LESS, TO THE SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL; THENCE S77°47'43"E ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 63.40 FEET, TO THE POINT OF BEGINNING; THENCE S77°47'43"E ALONG SAID SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL 30.00 FEET MORE OR LESS TO A POINT; THENCE N18°10'32"E ALONG THE WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL, 80.00 FEET, MORE OR LESS, TO A POINT; THENCE N77°13'55"E, 43.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.016 ACRES, MORE OR LESS.

MAP PARCEL

LOTS A, B, AND C AUSTAL USA MAP ADDITION AS RECORDED IN MAP BOOK 125, PAGE 118 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

NUMBER:	REVISION:	DATE:

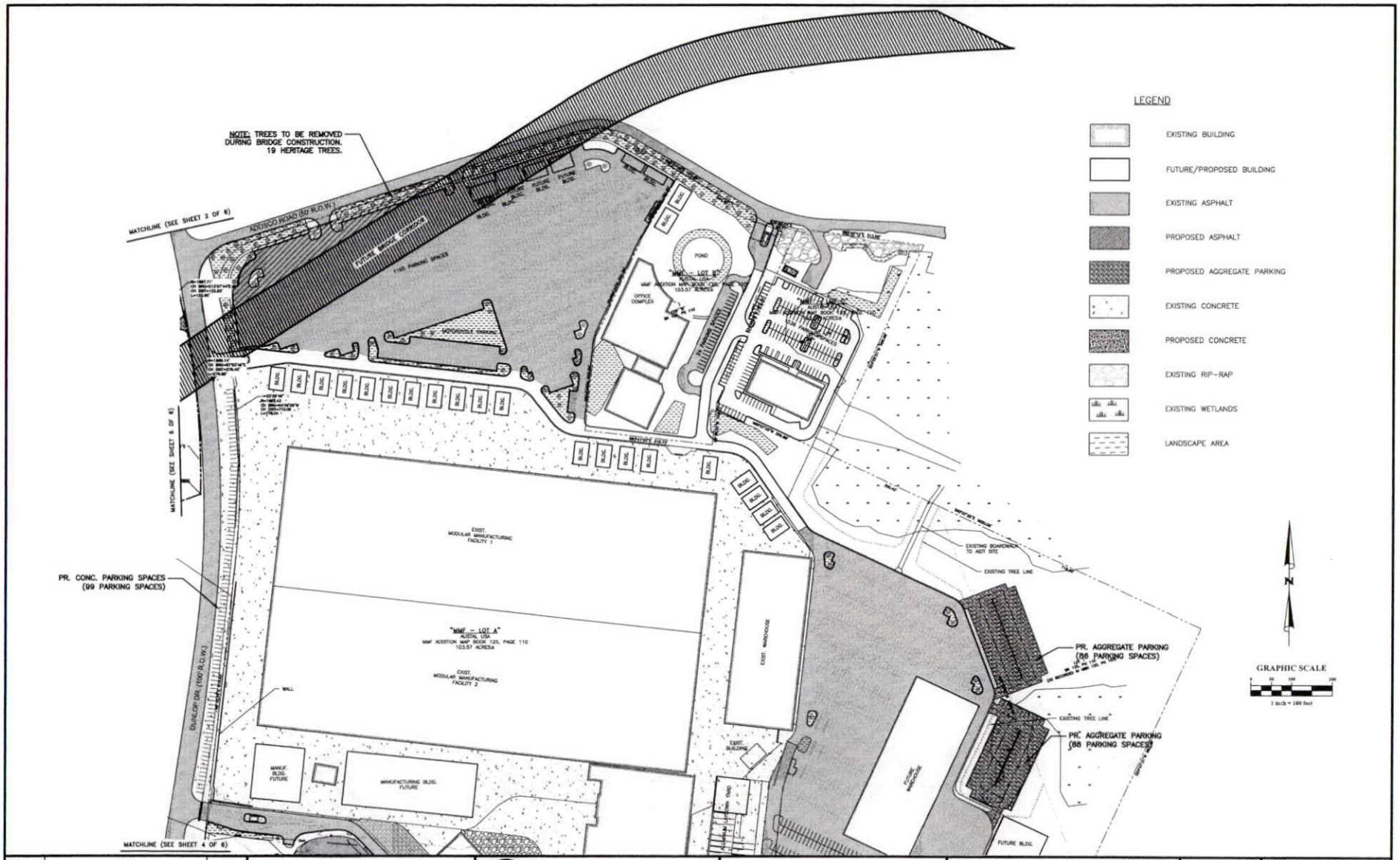
awgrass
ENGINEERING · SURVEYING · CONSTRUCTION MANAGEMENT
8873 Rgt. S. 1 "Bend" Thomas Drive, Bonifair Park, AL 36527 Phone: (251) 645-7555

SHEET 2

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	April 10, 2024
DRAWN BY:	J.M.
CHECKED BY:	B.D.
SHEET:	2 OF 6

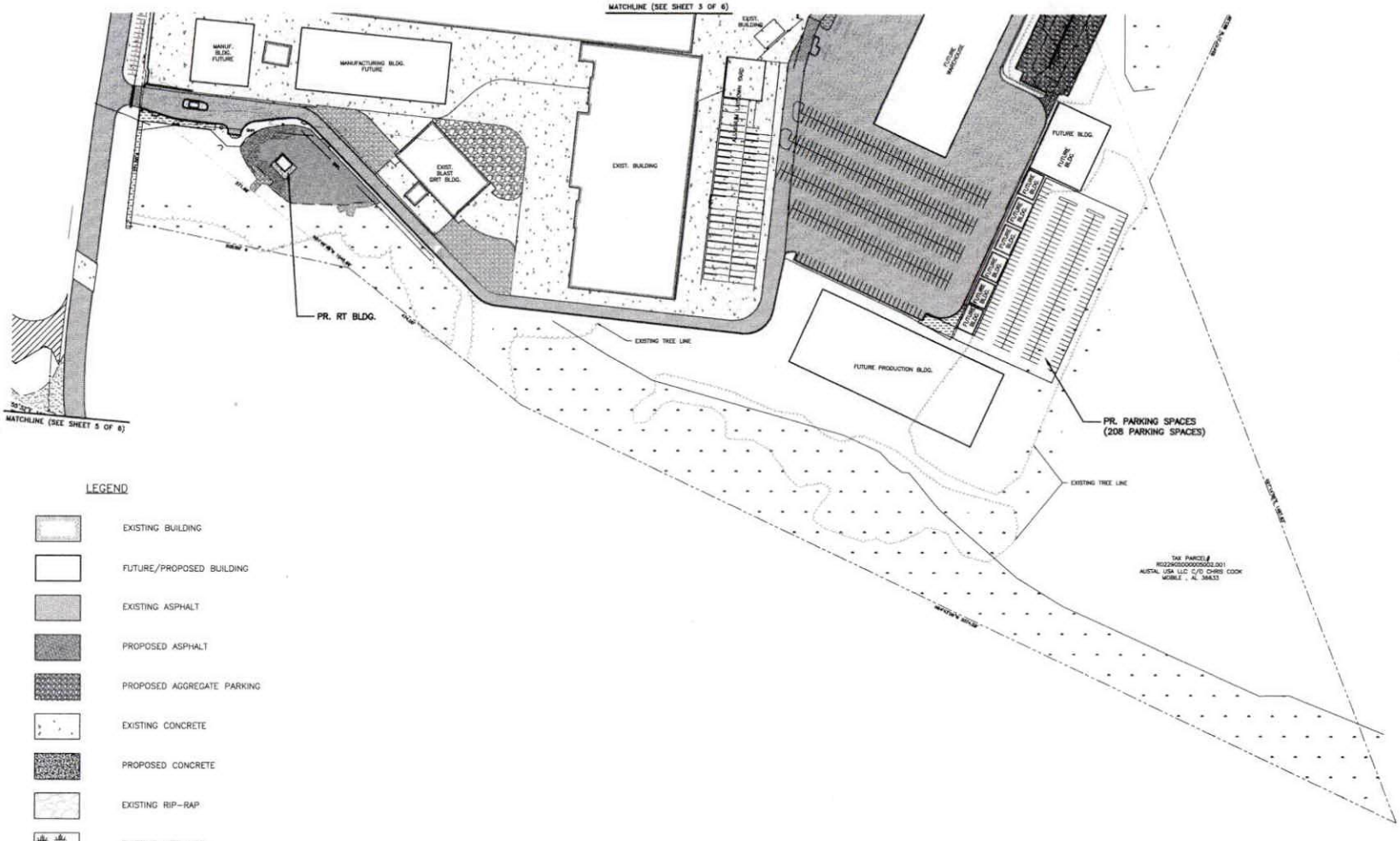


NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Bgt. E. I. "Beute" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7800

SHEET 3
AUSTAL PUD MODIFICATION
AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	3 OF 6



NUMBER:	REVISION:	DATE:

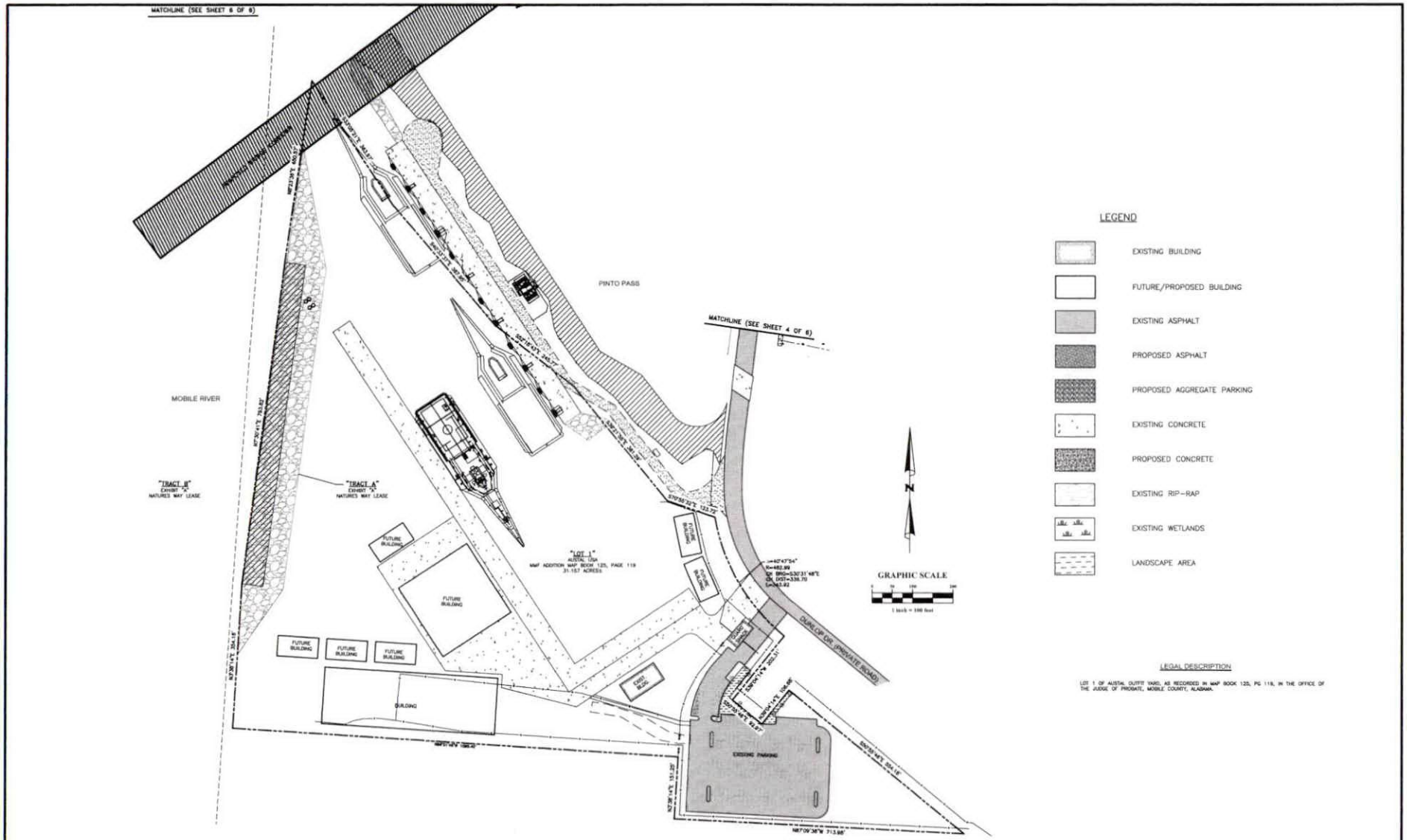
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

SHEET 4

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	4 OF 6



NUMBER:	REVISION:	DATE:

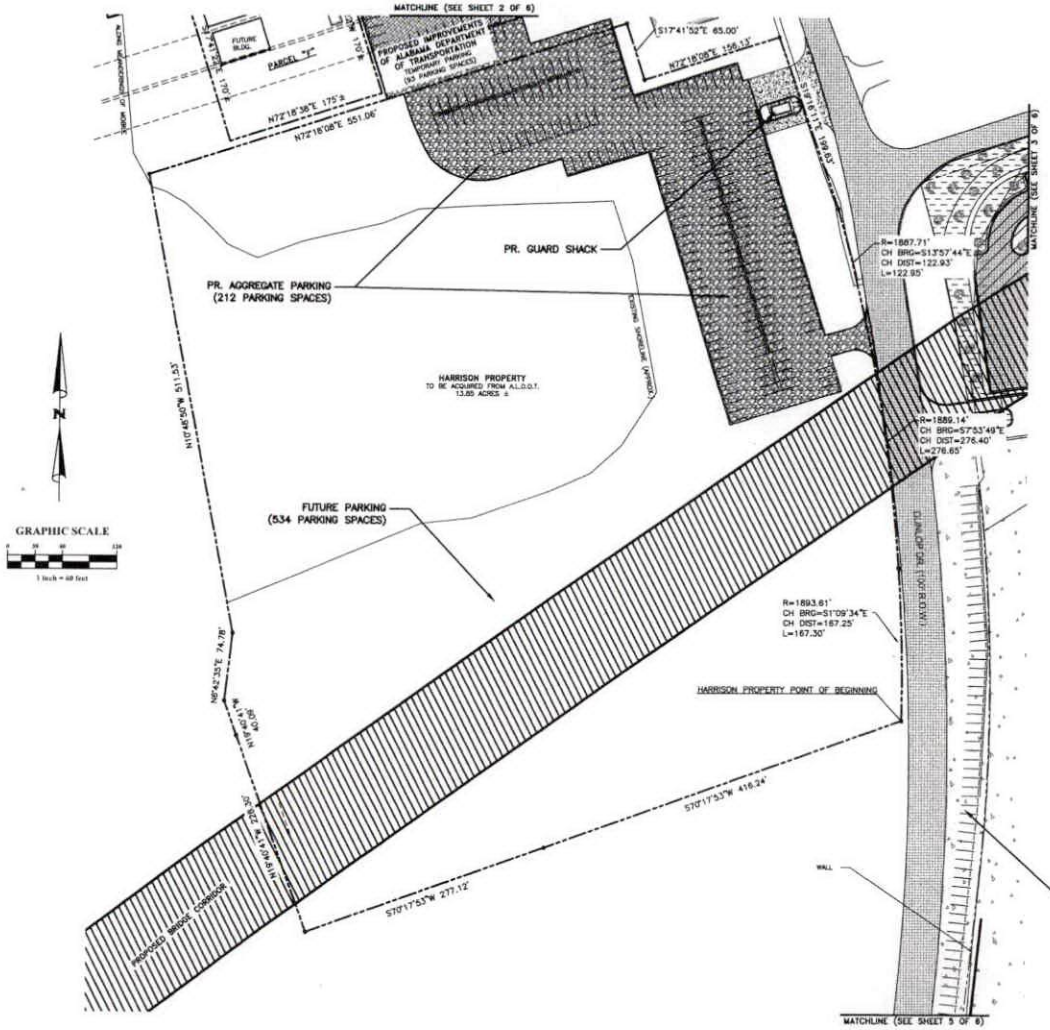
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. S. I. "Bernie" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 5

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	5 OF 6



HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT)

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE WEST R/W LINE OF DUNLAP DRIVE AND THE EAST LINE OF PROPERTY DESCRIBED IN LP 7223, PG 1303 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID R/W LINE 13 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 382 FEET, MORE OR LESS, TO A POINT ON SAID R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID R/W LINE 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID R/W LINE 131 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE S70°17'53"W, 416.24 FEET TO A POINT; THENCE S70°17'53"W, 277.12 FEET TO A POINT; THENCE N19°40'41"W, 228.90 FEET TO A POINT; THENCE N16°40'41"W, 40.08 FEET TO A POINT; THENCE N8°42'35"E, 74.78 FEET TO A POINT; THENCE N13°49'36"W, 511.53 FEET TO A POINT; THENCE N72°18'38"E, 551.06 FEET TO A POINT; THENCE S17°41'52"E, 65.00 FEET TO A POINT; THENCE N72°18'08"E, 156.13 FEET TO A POINT; THENCE S19°16'11"E, 199.93 FEET TO A POINT; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET TO A POINT, (SAID ARC HAVING A CHORD BEARING OF S13°57'44"E, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET, (SAID ARC HAVING A CHORD BEARING OF S7°53'49"E, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET, (SAID ARC HAVING A CHORD BEARING OF S1°39'31"E, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT OF BEGINNING; CONTAINING 13.85 ACRES, MORE OR LESS.

LEGEND

- EXISTING BUILDING
- FUTURE/PROPOSED BUILDING
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED AGGREGATE PARKING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING RIP-RAP
- EXISTING WETLANDS
- LANDSCAPE AREA

NUMBER:	REVISION:	DATE:

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30675 Sgt. S. L. "Beale" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 6
AUSTAL PUD MODIFICATION
AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	April 9, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	6 OF 6

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

Re: 145, 151, 176, 195, 350, & 400 Dunlap Drive
MOD-002864-2024
Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on multiple parcels, with shared access and parking.

Dear Property Owner(s):

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

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

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

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

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

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

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Joey Nunally	Stephen Delahunty PE
Firm:	Austal USA	Sawgrass Consulting
Phone:	251-318-7053	251-753-5212
Email:	joey.nunally@austalusa.com	sdelahunty@sawgrassllc.com
Address:	100 Austal Way Mobile, AL 36602	30673 Sgt El Boots Thomas Drive Spanish Fort, AL 36527

	Owner	Design Professional
Name:	Joey Nunally	Stephen Delahunty PE
Firm:	Austal USA	Sawgrass Consulting
Phone:	251-318-7053	251-753-5212
Email:	joey.nunally@austalusa.com	sdelahunty@sawgrassllc.com
Address:	100 Austal Way Mobile, AL 36602	30673 Sgt El Boots Thomas Dr. Spanish Fort, AL 36527

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

100 Austal Way Mobile, AL 36602
Property Address

104.28 acres
Property Area (acres or square feet)

2902000005002.001, 2905000006001.01, 2905000003011.000 2905000006002.00
Parcel Number(s) or Key Number(s)

12
Present Zoning or Transect District

Heavy Industry
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Joey Nunnally
Owner Signature

2/21/2024
Date

Applicant or Agent Signature (if applicable)

Date

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

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

Applicant or Agent Signature

2/21/2024
Date

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Austal USA Temporary Parking

Address: 100 Austal Way Mobile, AL 36602

Owner: Austal USA

Address: 100 Austal Way Mobile, AL Zip Code: 36602

Phone: 251-318-7053 Fax: _____ Email: joey.nunally@austalusa.com

Authorized Agent: Sawgrass Consulting LLC Stephen Delahunty

Address: 30673 SGT E.I. Boots Thomas Dr. Spanish Fort Zip Code: 36527

Phone: 251-544-7900 Fax: _____ Email: sdelahunty@sawgrassllc.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Stephen J. Delahunty

Address: 30673 SGT E.I. Boots Thomas Dr. Spanish Fort Zip Code: 36527

Phone: 251-753-5212 Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

_____ Stephen Delahunty

Signature Print

2/22/2024 Project Manager/President

Date Affiliation to project/Organization

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The proposed modification aligns with the Comprehensive Plan by allowing the continued operation of the Austal Facilties and the continued economic development along the industrial development areas defined in the Comprehensive Plan

   Heavy Industry

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   All proposed modifications are compatible with the surrounding neighborhood as is it allows Austal to continue the daily operations and maintenance responsibilities required for production and growth. All surrounding land uses are part of Austal or are simliar in land use

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   Allowing Austal to make temporary modifications to their current property, i.e. grading and drainage improvements, lay down yards, parking lots, etc. allows them the opportunity to operate and maintain their current property and prevent potential negative impacts to adjacent properties. Impact to adjacent properties would be at such point as growth required it.

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

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

6. Please provide the following information:

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

Proposed temporary parking lots, future buildings and other modifications, if applicable are noted on the master plan attached to this application

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

A variance to NOT require landscaping and screening is requested. The proposed modifications are primarily temporary in nature or are merely a maintenance requirement. Any proposed improvment that will be permanent will comply with applicable landscape ordinances

- ☐ Lighting:

Lighting will be provided as applicable to the proposed use. Any required lighting for any temporary use may also be temporary in nature. Any permanent use will provide permanent lighting as required.

- ☐ Hours of operation:

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

The Austal properties are in cotinuous use as required under standard operations. Site maintenance inclusive of temporary and permanent additions arise with the ebb and flow of production. The ability to operate and maintain the property inclusive of necessary improvement is key to their efficiency

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

There is no existing or proposed elements considered to be detrimental to the public health, safety or general welfare

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Austal's continued growth and operation continues to provide economic benefit to the City of Mobile, surrounding areas and the general public

SAWGRASS

30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

Temporary parking for Austal employees due to displacement of construction of the Mobile River Bridge.

Stephen Delahunty PE

AUSTAL PARCEL LEGAL DESCRIPTIONS

PARCEL "A"

PLAT LOT, AUSTAL USA, SHIPBUILDING COMPLEX AS RECORDED IN MAP BOOK 87, PAGE 5 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "B"

PLAT LOT, AUSTAL USA LLC AS RECORDED IN MAP 109, PAGE 62 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

PARCEL "C"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG THE PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 17°53'26"W ALONG THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. LINE) A DISTANCE OF 153.98 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1528.74 FEET) A DISTANCE OF 68 FEET, MORE OR LESS, TO A POINT; THENCE S 71°48'04"W ALONG A LINE AND PARALLEL WITH LESSOR'S PROPERTY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT; THENCE N 17°53'26"W ALONG A LINE A DISTANCE OF 14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.241 ACRES, MORE OR LESS.

PARCEL "D"

(LEASE) BEGINNING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE N 71°48'04"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 232.43 FEET, MORE OR LESS; THENCE S 17°53'26"E ALONG A LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHWESTERLY A DISTANCE OF 233 FEET, MORE OR LESS, TO THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 20 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.097 ACRES, MORE OR LESS.

PARCEL "E"

(LEASE) COMMENCING AT THE INTERSECTION OF THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) WITH THE EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE (FORMERLY KNOWN AS ADDSCO ROAD); THENCE S 18°10'32"E ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE N 71°48'04"E ALONG A LINE A DISTANCE OF 105 FEET, MORE OR LESS, TO A POINT; THENCE S 18°10'32"E ALONG A LINE AND PARALLEL WITH THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY OF DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO A POINT; THENCE N 18°10'32"W ALONG THE PRESENT EASTERN LINE OF THE (100) FOOT RIGHT-OF-WAY DUNLAP DRIVE A DISTANCE OF 85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.205 ACRES, MORE OR LESS.

PARCEL "F"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); THENCE S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 154.08 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 17°41'22"E ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTHERN RIGHT OF WAY LINE (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 96+62.62); THENCE S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 279.16 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.46) AND THE POINT OF BEGINNING; THENCE CONTINUING S 72°18'38"W ALONG SAID PRESENT NORTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.46); THENCE S 17°41'22"E ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO A POINT ON THE PRESENT SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 10 (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 92+08.46); THENCE N 72°18'38"E ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE A DISTANCE OF 175 FEET, MORE OR LESS, TO A POINT (SAID POINT IS OFFSET 85.00 FEET RIGHT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 93+83.46); THENCE N 17°41'22"W ALONG A LINE A DISTANCE OF 170 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.683 ACRES, MORE OR LESS.

PARCEL "G"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 94.56 FEET, MORE OR LESS; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 130.26 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 71° 47'43"E ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE 30.00 FEET, MORE OR LESS; THENCE S 26°48'36"W ALONG A LINE A DISTANCE OF 42.44 FEET, MORE OR LESS, TO A POINT ON THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

PARCEL "H"

(LEASE) COMMENCING AT A CONCRETE MONUMENT FOUND ON THE PRESENT NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 10 (SAID MONUMENT IS OFFSET 120.00 FEET LEFT OF AND PERPENDICULAR TO THE CENTERLINE OF PROJECT NUMBER I-10(20) AT STATION 98+16.70); DISTANCE OF 333.43 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT OF WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND LESSOR'S PROPERTY LINE) A DISTANCE OF 94.56 FEET, MORE OR LESS, AND THE POINT OF BEGINNING; THENCE N 18°10'32"W ALONG THE PRESENT WESTERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO LINE 42.42 FEET, MORE OR LESS, TO THE PRESENT SOUTHERN RIGHT-OF-WAY LINE OF THE BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE); THENCE S 71°47'43"W ALONG SAID PRESENT SOUTHERN RIGHT OF WAY LINE OF BANKHEAD TUNNEL (ALSO KNOWN AS U.S. HIGHWAY 90 AND THE LESSOR'S PROPERTY LINE) A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 0.010 ACRES, MORE OR LESS.

MMF PARCELS A, B, AND C LOTS A, B, AND C AUSTAL USA MMF ADDITION AS RECORDED IN MAP BOOK 125, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA.

HARRISON PROPERTY LEGAL DESCRIPTION

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE PRESENT WEST R/W LINE OF DUNLAP DRIVE AND THE EAST PROPERTY LINE OF PROPERTY DESCRIBED IN LR 7223, PG 1303 AND RECORDED AT THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 731 FEET, MORE OR LESS, TO A POINT ON THE GRANTOR'S SOUTH PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE), WHICH IS THE POINT OF BEGINNING; THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 416.24 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' RT OF THE CENTERLINE OF PROJECT); THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 277.12 FEET TO A POINT ON THE GRANTOR'S WEST PROPERTY LINE; THENCE N 19°40'4 I " W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 228.30 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' LT OF THE CENTERLINE OF PROJECT); THENCE N 19°40'41" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 40.09 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 6 °42'35" E AND ALONG THE GRANTOR'S SAID PROPERTY-LINE A DISTANCE OF 74.78 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 10°48'50" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 511.53 FEET TO A POINT ON THE PRESENT SOUTH R/W LINE OF I-1 0; THENCE N 72 °18'8" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 551.06 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE S 17 ° 41 '52" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 65.00 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE N 72 °18'8" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 156.13 FEET TO A POINT ON THE PRESENT WEST R/W LINE OF DUNLAP DRIVE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE S 19°16'1 I" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 199.63 FEET TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.95 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE) (SAID ARC HAVING A CHORD BEARING OF S 13 °57'44" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 122.93 FEET AND A RADIUS OF 1887.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 276.65 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND

OFFSET 122.50' RT OF THE CENTERLINE OF PROJECT) (SAID ARC HAVING A CHORD BEARING OF S 7 °53'49" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 276.40 FEET AND A RADIUS OF 1889.14 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET AND ALONG SAID PRESENT R/W LINE (SAID ARC HAVING A CHORD BEARING OF S 1 °9'31" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 1893.61 FEET) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS, TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING. AND AS SHOWN ON THE RIGHT OF WAY MAP OF RECORD IN THE ALABAMA DEPARTMENT OF TRANSPORTATION, A COPY OF WHICH IS ALSO DEPOSITED IN THE OFFICE OF THE JUDGE OF PROBATE AS AN AID TO PERSONS AND ENTITIES INTERESTED THEREIN, AND AS SHOWN ON THE PROPERTY SKETCH ATTACHED HERETO AND MADE A PART HEREOF. THE PROPERTY INTENDED TO BE CONVEYED CONSTITUTES, AND IS FURTHER DESCRIBED AS, ALL OF THE PROPERTY CONVEYED TO GRANTOR BY WARREN PETROLEUM CORPORATION BY INSTRUMENT DATED JULY 22, 1960 AND RECORDED AT REAL PROPERTY BOOK 174, PAGE 416 AND BY BNSF RAILWAY COMPANY BY INSTRUMENT DATED MARCH 28, 2013 AND RECORDED AT BOOK 7007, PAGE 41,AND IS FURTHER DESCRIBED AS ALL OF THE PROPERTY OWNED BY GRANTOR BOUNDED, GENERALLY, BY THE INTERSTATE 10 RIGHT-OF-WAY TO THE NORTH, DUNLAP DRIVE TO THE EAST, PINTO PASS AND THE MOBILE RIVER TO THE WEST, AND PROPERTY OWNED BY GRANTEE AND PROPERTY OWNED BY ORCA, INC. TO THE SOUTH. SAID PROPERTY IS CONVEYED TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING.

Form ROW-12-A
Rev. 8/20

AGREEMENT
(Fee simple)

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-009

This Agreement is made between the State of Alabama, acting by and through its Department of Transportation ("State"), and Austal USA, LLC ("Austal"), and both parties agree as follows:

1. The State agrees to purchase in fee simple from Austal certain property, designated as Right of Way Tract No. 29 of public highway Project Number ST-049-I10-009 (to be part of the State's I-10 Mobile River Bridge and Bayway Corridor Preservation Project, hereinafter "Project"), as identified from the records of the Alabama Department of Transportation, and as more fully described herein for the purpose of constructing and maintaining a public highway from approximate Station 525 to Station 529 and Station 541 to Station 553 as shown by the right of way map of said Project.

2. Austal agrees to sell and convey the property to the State in fee simple, free of all encumbrances and other interests, except mineral interests previously conveyed or reserved and utility easements subject to relocation, and will execute and deliver a general warranty deed to that effect to the State, upon payment of the sum of _____to Austal by the State at closing, together with the conveyance of certain property to Austal as more specifically set forth in Section A of the Addendum to Agreement dated of even date herewith and attached hereto

as Exhibit 1 hereto (the "Addendum"), at the time of closing or as otherwise provided. The deed for the conveyance to the State will be substantially in the form of Exhibit A attached hereto. Subject to the provisions of Section C of the Addendum relating to Austal removing improvements, the property to be so conveyed by Austal to the State (hereinafter sometimes collectively referred to as "Tract 29") includes the following:

Tract 29 Parcel 1 of 2 comprising approximately 1.3 acres as described and depicted in Exhibit A, which is partially upland and partially submerged land, and all improvements thereon including, without limitation, chain-link fencing, light poles and the heavy-weathered mooring bollard.

Tract 29 Parcel 2 of 2 comprising approximately 5.45 acres as described and depicted in Exhibit A, and all improvements thereon including, without limitation, the guard house, chain-link fencing, concrete sidewalks, light poles, light pole with camera, concrete paving, asphalt paving, concrete curbing, security bollards, turnstiles with gates, boxes for lift master gate arms, chain-link automatic gates, and trees.

~~3. RESERVED~~

3. Austal agrees that the State shall have the right to enter the remaining land of Austal for the purpose of removing and/or relocating structures or other improvements, if any, located partially or wholly within the right of way, with such structures of improvements to be so removed or relocation to or just outside the acquired right-of-way line.

4. The State agrees that, in addition to the above sum to be paid to Austal, the following work and/or construction is to be performed by the State as a right of way concession and/or mitigation of damages without cost to Austal, except as provided below:

~~The State's responsibility to design, build, and maintain a replacement bollard to satisfy Austal's needs at its Vessell Completion Yard will be satisfied by the State's leases to Austal of the Bollard A and Bollard B sites as set forth in the Addendum to Agreement and the State's payment to Austal of an additional sum of $1,040,000 at Closing.~~

Not applicable.

5. The State agrees to pay the sum of _____ dollars to Austal upon the satisfactory completion of the following work:

Not applicable.

which work shall be completed within ____ days from the date of notification of the approval of the terms of this agreement.

6. Exceptions and additional conditions:

**** See attached Addendum to Agreement which is adopted and incorporated herein.**

7. The rights and obligations of the parties as provided for in this Agreement and the Addendum hereto shall, subject to the terms thereof, survive the closing of the conveyance of Tract 29 to the State by delivery of the deed, provided, however, notwithstanding that the parties will have contractual rights and obligations which survive such conveyance ~~and be enforceable in a judicial action~~, any breach or claimed breach by the State, or inability of the State to perform, with respect to such surviving terms shall not operate as, or be the basis of any claim for, rescission, revocation, cancellation, or any form of setting aside of the conveyance of Tract 29 to the State.

IN WITNESS WHEREOF the parties have set their hands and seals and made the Agreement as of this the ____ day of _____, ~~2023~~2024.

Austal USA, LLC

_____
By:
As its:

The State of Alabama, acting through the Alabama Department of Transportation

_____
By: John R. Cooper
As its: Director

~~Recommended for approval:~~

~~Matthew Ericksen, P.E.~~
~~Region Engineer~~

~~Philip A. Shamburger~~
~~Right-of-Way Bureau Chief~~

This ~~Lease~~ Agreement has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of Transportation

~~The State of Alabama~~

~~ATTEST:~~

~~By:~~ ~~By:~~

~~Wes Allen~~
~~Secretary of State~~
~~of the State of Alabama~~

~~Kay Ivey~~
~~Governor of Alabama~~

ADDENDUM TO AGREEMENT

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. ST-049-I10-009

This Addendum To Agreement ("Addendum") is made as part of the Agreement (Fee simple) of even date herewith between the State of Alabama, acting by and through its Department of Transportation ("State), and Austal USA, LLC ("Austal")for the acquisition of Tract 29 on Project No. ST-049-I10-009 by the State from Austal (the "Agreement"), and for the consideration expressed in the Agreement and this Addendum, the parties hereto mutually agree to the additional terms and conditions set forth below:

A. Conveyance of Tract 70 to Austal.

As further consideration to Austal for the conveyance of Tract 29 to the State by Austal, the State shall, at closing, convey to Austal by quitclaim deed, substantially in the form of **Exhibit B** attached hereto, the property designated for convenience as Tract 70, comprising approximately 7.98 acres, a portion of which is upland and a portion of which is submerged land, as more fully described and depicted in the exhibits to Exhibit B hereto; provided, however, that the State shall reserve a Temporary Construction Easement ("TCE") in the approximately 1.0 acre southernmost portion of Tract 70 as described and depicted on the exhibits to Exhibit B hereto under which the State shall have exclusive use and possession of said TCE ~~at all times its contractor is working to construct the Project for as long as it takes to complete construction of the Project as evidenced by the opening of the Mobile Bay River Bridge portion of the Project for travel by the public~~until Final Completion of the Project, but in no event

longer than twenty-one (21) years from the date of the conveyance. As used in this Agreement, Final Completion means issuance of the Acknowledgment of Final Completion by the Alabama Toll Road, Bridge, and Tunnel Authority as defined in the Design-Build Agreement between such Authority and its contractor.

B. Closing.

The closing of the conveyance of Tract 29 to the State and of the conveyance of Tract 70 to Austal shall occur within thirty (30) days of the date of this Agreement, or as soon as practicable thereafter. Provided, however, that if Tract 70 needs to be subdivided to properly effect such conveyance, the parties will proceed with the closing of the conveyance of Tract 29 to the State and the payment of the monetary consideration to Austal, with the conveyance of Tract 70 to occur within fourteen (14) days of the recording of subdivision plat. ~~The~~ To the extent permitted by applicable law or regulations, the State will provide reasonable cooperation and assistance with such subdivision, including executing and delivering an agent authorization form and consenting to the posting of necessary signs on the property to comply with normal subdivision application procedures in the City of Mobile, but the State shall not bear responsibility for any costs in connection with such subdivision. Ad valorem taxes on Tract 29 shall be prorated as of the date of closing. In accordance with the State's standard practice, the proration of taxes will be accomplished by Austal paying the bills for the tax parcels of which Tract 29 forms part thereof when said taxes next become due and payable after closing, and thereafter submit proof of payment of such taxes to the State, and the State will then refund a portion of said taxes prorated based on the closing date and the proportion the size of the parcels comprising Tract 29 bear to the size of the tax parcels they form part thereof. In addition

to the deed for Tract 29, Austal shall deliver at closing all releases, partial releases, consents, joinders, disclaimers, or other instruments as may be necessary to effect the conveyance of Tract 29 free of all liens, encumbrances, or other interests, except mineral interests previously conveyed or reserved and utility easements subject to relocation. Additionally, Austal shall execute and/or deliver at closing the following:

1) a resolution of all of the members of Austal reflecting that the members of Austal USA, LLC have and do thereby approve of the conveyance of Tract 29 to the State on the terms provided in this Agreement; that Austal is duly organized and validly existing under the laws of the State of Alabama, is qualified to conduct business and own real property in the State of Alabama, and has all requisite power to make the conveyance of Tract 29 to the State; that the execution and performance of the conveyance to the State will not be in violation of any other agreement to which Austal is a party or is otherwise bound thereby, nor any articles of formation, by-laws, operating agreement, or like corporate governance documents of Austal, or of others to which Austal is bound thereto; and appointing and authorizing such officer or officers to execute the deed to the State and all other closing documents, and to take all such other actions reasonably needed to effect the conveyance to the State.

2) Closing Statement.

3) Substitute Form 1099-S.

4) IRS Form W-9 (if not provided earlier).

5) Affidavit of Residency or Exemption.

6) all other documents required or reasonably needed to effect the conveyance to the State.

At closing (or a closing after subdivision), the State shall deliver to Austal a quitclaim deed for Tract 70 executed by such officers of the State required to properly effect such conveyance under Alabama law. Additionally, the State shall execute and deliver such documents and take such other actions required or reasonably needed to effect such conveyance to Austal.

Each party shall be responsible for deed taxes and recording fees applicable to the deeds under which they are the grantee and the State shall be responsible for the recording fees applicable to any mortgage or lien releases. Other closing costs and attorney's fees will be borne by the party causing the same to be incurred as needed to effect this Agreement.

C. Possession.

The parties agree that possession of Tract 70, except as to the TCE reserved by the State, will pass to Austal at the closing thereof and that possession of Tract 29 will pass to the State on July 1, 2024 ~~or such date that is forty-five (45) days prior to the State's contractor mobilizing for construction of the Project, whichever date is later (the "Turnover Date")~~. Austal shall have the right to remove site improvements from Tract 29 and thereby retain ownership thereof provided that such improvements are removed on or before ~~the Turnover Date~~June 30, 2024. On and after ~~the Turnover Date~~July 1, 2024, Austal shall have no right of possession in Tract 29 or any remaining right or ability to remove and thereby retain ownership of any improvements remaining thereon, and the State shall be entitled to deal with and dispose of the same as it may

determine in its sole discretion; except that, pursuant to the lease provided for in Section F.2. of this Addendum, Austal shall have the right to install, access, and use Replacement Bollard A being installed by Austal.

It is further agreed that notwithstanding the State will not be taking full and exclusive possession of Tract 29 at closing, but rather on ~~the Turnover Date~~July 1, 2024, representatives of FHWA, the State and its contractors and consultants shall have access to Tract 29 from and after the date of this Agreement for the purpose of conducting surveys, geotechnical studies, and other work in aid of the design and/or construction of the Project. Promptly upon entering into this Agreement, if they have not already done so, the parties shall coordinate and develop protocols for the reasonable and efficient access to Tract 29 for the purposes of such surveys, studies, and other work, including compliance with Austal's property access and badge controls.

Austal shall indemnify and hold harmless the State and any entity thereof, and its or their officers, officials, agents, servants, and employees from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, connected with, resulting from or related to (1) bodily injury, death, or property damage, including loss of use thereof, caused by any act or omission by Austal or any other person or entity on the property acting by, through, or for Austal on Tract 29 after the date of the closing and prior to ~~the Turnover Date~~July 1, 2024; (2) Austal's use or failure to vacate the property on or before ~~the Turnover Date~~June 30, 2024; and, (3) the provision of any services or expenditure of funds required, authorized, or undertaken by Austal in connection with such possession and use after the closing date. However, it is understood and agreed that the ~~remainder~~ removal of the improvements permitted to

be removed from the property by Austal under this Section C hereof shall not itself constitute loss or damage within the meaning of this indemnity and hold harmless obligation. Neither this indemnity provision nor any other term of this Agreement shall limit any remedy the State may have relating to Austal's post-closing possession of Tract 29.

D. Filling of the Basin.

In the event Austal determines to fill in the basin comprising a portion of Tract 70, such filling shall not be undertaken until completion of the Project as evidenced by Final Acceptance, and if such filling is undertaken, the small portion of the basin situated on the State's right-of-way acquired as Tract 31 of Project No. ST-049-I-10-006 shall also be filled at the same time at no monetary cost to the State. All costs of filling the basin shall be borne by Austal. The State will cooperate and coordinate with Austal concerning such work including, without limitation, providing access for the filling of the small portion of the basin located on the State's right-of-way and the appropriate connection between Austal's new bulkhead and the State's bulkhead fronting on the right-of-way. ~~The~~ **To the extent permitted by applicable law and regulations, the** State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

E. Coordination During Construction.

In connection with the construction of the Project, the parties agree as follows:

1. Construction of the East Side High Level Approaches and other work on Tract 29(2) shall be completed within a fifty-four (54) calendar month period commencing on the first day of the month next following Notice to Proceed to the State's

contractor; provided, however, such construction period shall be extended for the following force majeure causes, to the extent they are beyond the State's and its contractor's reasonable control and have an adverse impact on the State or its contractor's ability to construct the Project: fire, earthquake, tornado, hurricane, tropical storm, or other natural disaster which has been proclaimed a disaster or state of emergency by the President of the United States or Governor of the State and which causes direct physical damage to the Project, direct physical damage to major pre-fabricated elements of the Project and/or production facilities for the same, or specialty equipment for the Project, any pandemic, epidemic or quarantine restrictions occurring within the vicinity of the Project, blockade or freight embargos, war or terrorism, whether foreign or domestic, acts of a public enemy and work stoppages, work slow-downs, or other labor disruptions unless caused by or otherwise under the control or influence of the State or its contractors, **or any other stoppage of the Project beyond the control of the State or its contractors, or termination or suspension of the Project due to funding sources**. In the event of such force majeure causes, the construction period through Tract 29(2) shall be extended for the period of time reasonably needed by the State and its contractors to complete such work exercising due diligence. The construction fencing installed on or around Tract 29(2) shall include privacy screening.

2. The State and its contractors shall not use the existing driveways to access Tract 29(2) from Dunlap Drive. Access shall be made by the construction of entrances to Tract 29(2) along Addsco Road a/k/a Austal Way and/or Dunlap Drive which

shall not impact existing driveways onto Austal's property not part of the acquired right-of-way.

3. During construction of the East Side High Level Approaches, the contractor shall provide a covered, protected pedestrian path along Dunlap Drive under the bridge. The construction work, including the placement of the pedestrian path, must not interfere with Austal's movement of vessel modules along Dunlap Drive.
4. The parties and/or their contractors shall coordinate and conduct tests prior to construction to confirm that the radio system used by the State and its contractor will not interfere with Austal's radio system.
5. During construction, Austal, the State, and/or their contractors shall conduct weekly meetings or calls to discuss impacts of the Project to Addsco Road, Dunlap Drive, the east tunnel interchange, U.S. Highway 90/98, the Mobile River, coordinate lane closures and other disruptions to traffic, and other issues which may affect the operations of Austal.
6. During construction, the State's contractor may not use temporary tie-downs or other temporary works, including piers or bulkheads, for construction of the Center Span of the Main Span Bridge on the channel side that will interfere with the continued operations of Austal's facilities, **unless approved the U.S. Coast Guard**.
7. The State and its contractors shall implement procedures to ensure the work does not restrict ship access through the right-of-way to Austal's Vessel Completion Yard. Austal will provide three (3) days' notice when moving vessels in or out of

the Vessel Completion Yard, except that during emergency events or increased threat levels, such notice may be reduced to twenty-four (24) hours.

8. The State or its contractors shall implement procedures to perform hydrographic surveys to monitor the slip depth at Austal's Vessel Completion Yard during construction of the East Side Main Tower footing and other activities near the East Side Main Tower which could impact the water bottoms. The procedures shall include specific actions to be taken to ensure vessels can continue to use the slip should the depth become shallower than the base line survey. Such surveys shall be performed every three (3) months during construction of the East Side Main Tower footing and continue for six (6) months after completion of the footing and all activities which could impact the water bottoms. Such base line survey to be provided by Austal on or before August 1, 2024.

9. The State's contractor shall maintain continuous access to Dunlap Drive and Addsco Road from U.S. Highway 90/98 during construction except with prior notification to Austal, and shall limit restriction of traffic on these roads from 3:00 a.m. to 4:00 a.m., 4:45 a.m. to 6:00 a.m., and from 3:15 p.m. to 4:30 p.m.

10. During construction, the State's contractor shall install two (2) variable message boards which display the planned road closure dates and times and other construction information, one of which shall be located on Dunlap Drive near U.S. Highway 90/98 and the other on Addsco Road between Austal's property and the Alabama Industrial Development Training Center.

11. The State or its contractors shall inform Austal regarding any lane closures on Dunlap Drive or Addsco Road during construction. Such lane closure coordination

shall include thirty (30) days' advance notice to Austal and shall include reasonable efforts to coordinate with Austal the most desired lane closure dates and times to accommodate both parties' schedules and operational needs. Temporary restrictions to ship traffic, including ship traffic on secondary channels and inlets, must comply with the approved Mobile Harbor Navigation Channel Traffic Plan and must not interfere with Austal's ship movements including, but not limited to, ship launches, builder trials, U.S. Navy acceptance trials, and transfers between the Vessel Completion Yard and dry dock.

12. The State shall design fender systems for the East Side Main Tower in accordance with Article 3.14.15 of AASHTO LRFD Bridge Design Specifications and including being designed to withstand impacts from vessels operating on and/or being constructed by ship builders on the Mobile River. The State shall coordinate with the U.S. ~~Navy, U.S.~~ Coast Guard~~, and Austal~~ **and Austal (who in turn will take into account, among other things, requirements of the U.S. Navy arising in connection with Austal's contracts with the Navy)** concerning the location and design of the fender system so as not to interfere with Mobile River traffic or Austal vessels.

F. Leases of Right-of-Way to Austal for Parking and Replacement Bollard Locations~~;~~ **Reimbursement of Replacement Bollards Construction Costs**

1. Within forty-five (45) days of ~~completion of the Project, as evidenced by the date traffic is first opened to the public over the Mobile River Bridge portion~~ **Final Completion** of the Project, and subject to approval by the Federal Highway Administration ("FHWA"), the State will lease portions of the

Project right-of-way described below to Austal for use as parking. The lease will be in the general form of the lease attached hereto as **Exhibit C**. The terms of the lease shall be on terms mutually agreeable between the parties, however, those terms shall in all respect be consistent with then applicable federal regulations, including, but not limited to, 23 CFR § 710.405, other law, and shall be terms to which the FHWA will give approval in accordance with federal regulations. The property contemplated to be the subject of the lease will be the portions of the surface of the right-of-way under the new bridge and/or high level approaches acquired as Tract 29(2) from Austal **under this Agreement** and acquired from others as Tract 31 of **the** Project ~~**No. ST-049-I-10-006**~~ suitable for use as parking taking into account the bridge structures or other construction undertaken as part of the Project. **The initial rent will be fair market rent at the time of commencement of the lease as required by and determined in accordance with the then applicable federal regulations and the State's ROW Manual.** Any improvements ~~**to the surface**~~ needed to make the property suitable for parking shall be the sole expense of Austal. Austal shall pay fair market rent for such lease(s) which will be determined by the then applicable federal regulations and/or the State's Right-of-Way Manual.

2. During Post-Closing Possession as provided in Section C above, i.e., through ~~**the Turnover Date**~~**June 30, 2024**, Austal at its expense may install, access and use Replacement Bollard A in the approximate location shown in Exhibit D, subject to further refinement as provided below. Effective on ~~**the Turnover**~~

~~Date~~July 1, 2024, subject to FHWA approval, the State will lease to Austal that portion of Tract 29(1) for access to and use of, and if not installed during Post-Closing Possession installation of, Replacement Bollard A. The lease will be substantially on the terms and in the form of **Exhibit E**. The exact location for the installation of Replace Bollard A, whether installed during Post-Closing Possession or during the lease, shall be determined by coordination between Austal and the State and documented by written permit from the State. ~~The~~ To the extent permitted by applicable law and regulations, the State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

3. ~~Within forty-five (45) days after completion of construction of~~ Due to the nature and proximity of Replacement Bollard B to be installed by Austal and the fendering system for the East Side Main Tower ~~portion of the Project~~ being constructed by the State, the parties acknowledge the need and importance of coordination in the construction of these improvements. Accordingly, promptly following execution of this Agreement, the parties will begin coordination concerning the location, access to, and construction of Replacement Bollard B, the actual construction of which will be done in coordination with the State's construction of the fendering system for the East Side Main Tower. At the time determined by the parties as a result of such coordination, but in no event later than Final Completion of the Project, and subject to the

approval of FHWA, the State will lease to Austal a second portion of Tract 29(1) for the installation, access to, and use of Replacement Bollard B by Austal at its expense in the approximate location shown on Exhibit D. The lease will be substantial on the terms and in the form of **Exhibit F**. The initial rent will be fair market rent at the time of commencement of the lease as required by and determined in accordance with the then applicable federal regulations and the State's ROW Manual. The exact location for the installation of Replace Bollard B~~, whether installed during Post-Closing Possession or during the lease,~~ shall be determined by coordination between Austal and the State and documented by written permit from the State. ~~The~~ To the extent permitted by applicable law and regulations, the State shall sign such authorizations, consents, and approvals as are reasonably requested by Austal or permitting agencies to facilitate the issuance of required permits and approvals.

4. The State will reimburse Austal for the actual, documented costs incurred by Austal to install Replacement Bollards A and B on the leases as provided in Sections F2 and F3 above, subject to a maximum reimbursement of $1,000,000. Such reimbursable costs shall be exclusive of any profit or overhead costs of Austal. Austal shall submit to the State invoices for such costs on a monthly basis as such costs are incurred, together with other documentation required for the State to process payment.

G. Miscellaneous Provisions.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Time is of the essence in the parties' respective performance of their duties and obligations hereunder. The parties acknowledge, agree, represent and warrant to each other that the persons executing this Agreement on their behalf are fully authorized to do so and upon such execution this Agreement is and shall be binding upon the respective party, and their successor and assigns. If any term or part of this Agreement shall be held invalid and/or unenforceable by a court of competent jurisdiction, the remaining parts or terms of this Agreement shall remain enforceable and binding upon the parties. With respect to any parts or terms of this Agreement which are held to be valid and unenforceable, the parties agree the same are reformed to the extent necessary to render said parts or terms valid and enforceable, and if not so possible shall negotiate in good faith to restore the benefits of such terms to the respective parties, to the greatest extent possible.

In compliance with Act 2016-312, Austal 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.

In compliance with Ala. Act No. 2023-409, by signing this Agreement, Austal provides this as written verification that Austal, without violating controlling law or regulation, does not and will not, during the term of this Agreement, engage in economic boycotts as the term "economic boycott" is defined in Section 1 of Alabama Act No. 2023-409.

This item is included in this Agreement for compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, specifically that provision codified at Section 31-13-9(k), Code of Alabama, 1975, as amended, which requires the following clause in all contracts or agreements to which the state, a political subdivision or state-funded entity is a Party:

By signing this contract, Austal affirms, for the duration of the agreement, that Austal 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 Austal is 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.

IN WITNESS WHEREOF the parties have set their hands and seals and made the Addendum to Agreement as of this the ____ day of _____, ~~2023~~2024.

Austal USA, LLC

_____
By:
As its:

The State of Alabama, acting through the Alabama Department of Transportation

_____
By: John R. Cooper
As its: Director

~~Recommended for approval:~~

_____
~~Matthew Ericksen, P.E.~~

~~Region Engineer~~

~~Philip A. Shamburger~~
~~Right-of-Way Bureau Chief~~

This ~~Lease~~ Addendum has been reviewed as to form:

William F. Patty, Esq.
Chief Counsel, Alabama Department of Transportation

~~The State of Alabama~~

~~ATTEST:~~

~~By:~~

~~Wes Allen~~
~~Secretary of State~~
~~of the State of Alabama~~

~~By:~~

~~Kay Ivey~~
~~Governor of Alabama~~

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

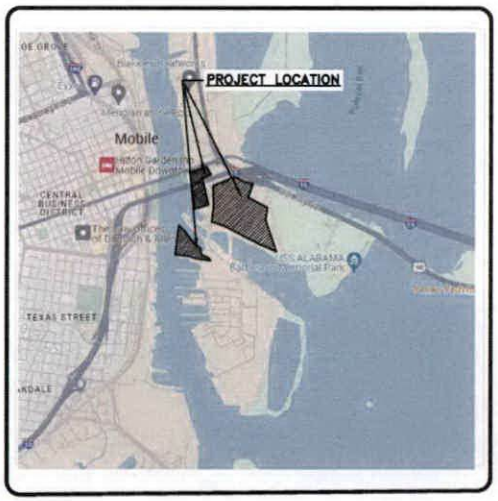
ADDRESS: 100 AUSTAL WAY MOBILE, AL 36602

FEBRUARY, 2024

VICINITY MAP

N

N.T.S.



VICINITY MAP

PARKING DATA	
SPACES REQUIRED	1,594
SPACES PROVIDED	2,687
OMITTED SPACES DUE TO BRIDGE CONSTRUCTION	650
PROPOSED TEMPORARY PARKING SPACES	693
FUTURE PARKING SPACES	534

LANDSCAPE REQUIREMENTS

TOTAL AREA = 5,489,523 SQ. FT.

MULTIPLY BY = 12%

TOTAL LANDSCAPED AREA REQUIRED = 1,000,000 SQ. FT. ±

FRONT YARD ROAD FRONTAGE = 5025 L.F. DIVIDED BY 30 FT. = 160 HERITAGE TREES REQUIRED
164 HERITAGE TREES PRESENTLY ON SITE

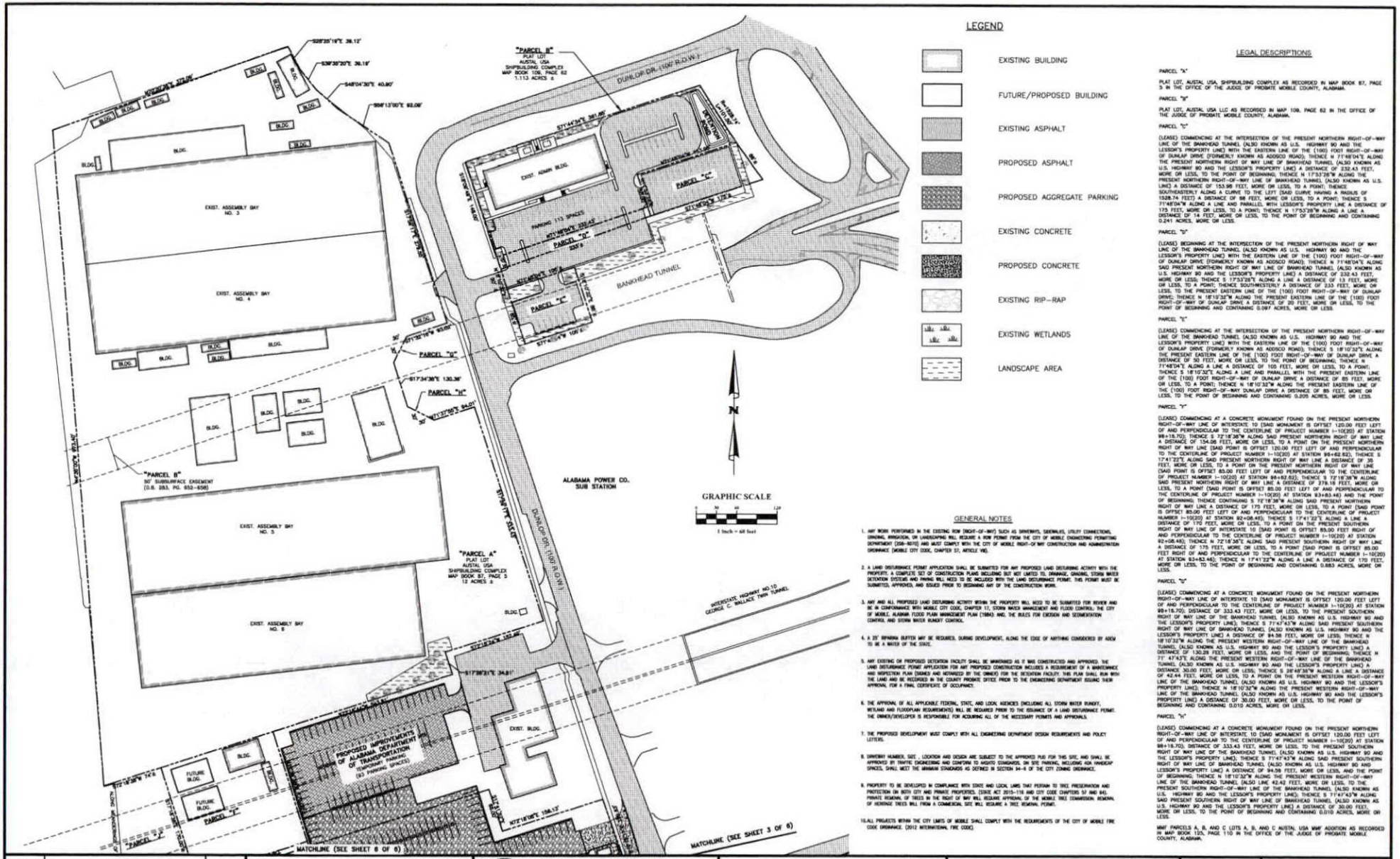
PROPERTY NOT FRONTING ROAD = 10,303 L.F. DIVIDED BY 30 FT. = 203 UNDER STORY TREES REQUIRED

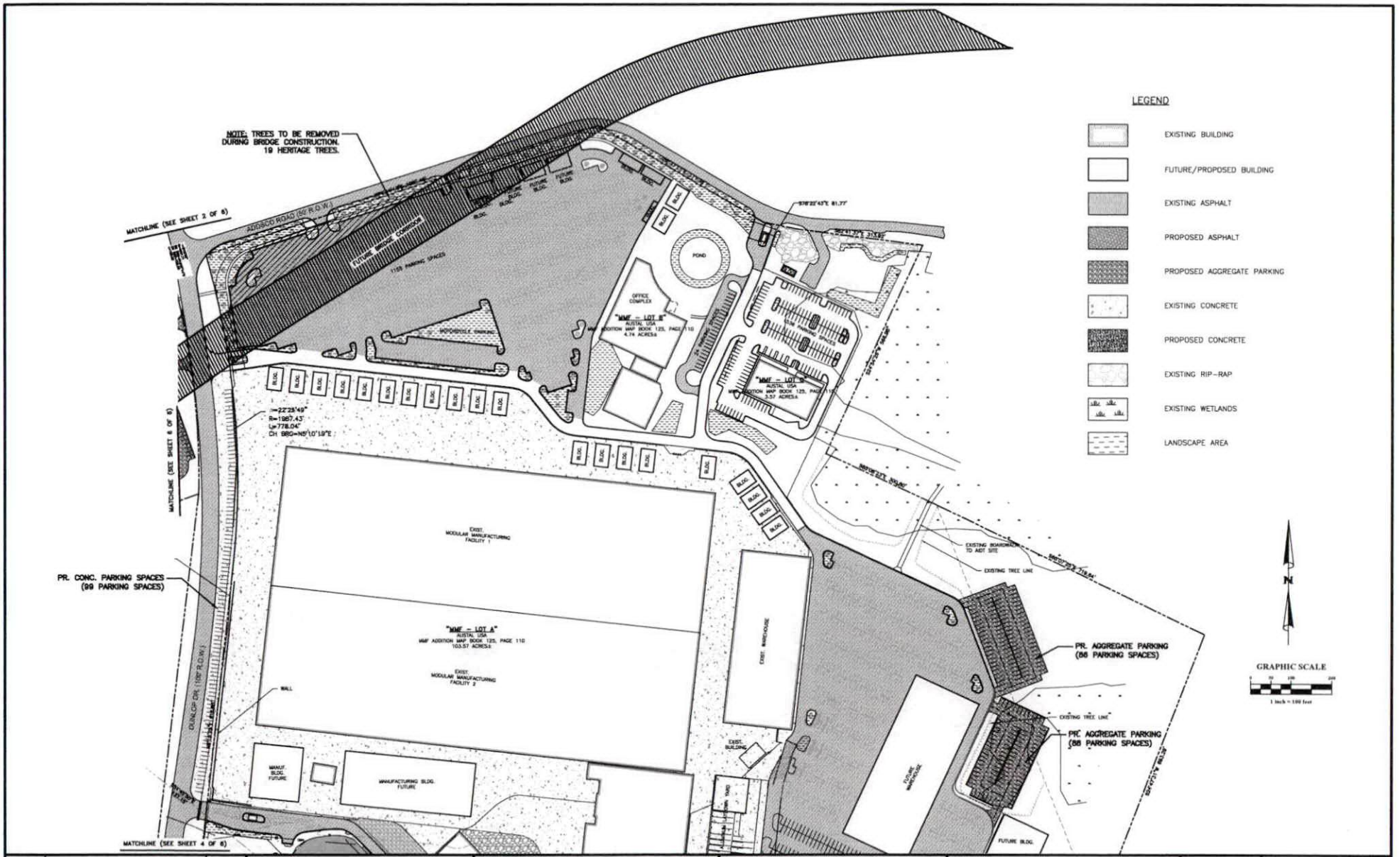
TOTAL PARKING SPACES PROVIDED = 2,687 DIVIDED BY 20 = 134 UNDER STORY TREES REQUIRED

TOTAL AREA OF HARRISON PROPERTY = 603,451 SQ. FT. (13.85 ACRES ±)
(PROPOSED EXEMPT FROM LANDSCAPE REQUIREMENTS)

NOTE: ANTICIPATED TREE REMOVAL DURING BRIDGE CONSTRUCTION – 19 HERITAGE TREES

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900


LEGEND
EXISTING BUILDING
FUTURE/PROPOSED BUILDING
EXISTING ASPHALT
PROPOSED ASPHALT
PROPOSED AGGREGATE PARKING
EXISTING CONCRETE
PROPOSED CONCRETE
EXISTING RIP-RAP
EXISTING WETLANDS
LANDSCAPE AREA
GRAPHIC SCALE
1 inch = 60 feet
"PARCEL A"
PLAT LOT
AUSTAL USA
SHIPBUILDING COMPLEX
MAP BOOK 87, PAGE 5
12 ACRES ±
"PARCEL B"
PLAT LOT
AUSTAL USA
SHIPBUILDING COMPLEX
MAP BOOK 108, PAGE 62
1.113 ACRES ±
"PARCEL C"
"PARCEL D"
"PARCEL E"
"PARCEL F"
"PARCEL G"
"PARCEL H"
"PARCEL I"
"PARCEL J"
"PARCEL K"
"PARCEL L"
"PARCEL M"
"PARCEL N"
"PARCEL O"
"PARCEL P"
"PARCEL Q"
"PARCEL R"
"PARCEL S"
"PARCEL T"
"PARCEL U"
"PARCEL V"
"PARCEL W"
"PARCEL X"
"PARCEL Y"
"PARCEL Z"
50' SUBSURFACE EASEMENT
(D.B. 283, PG. 652-658)
EXIST. ASSEMBLY BAY NO. 3
EXIST. ASSEMBLY BAY NO. 4
EXIST. ASSEMBLY BAY NO. 5
EXIST. ASSEMBLY BAY NO. 6
EXIST. ADMIN BLDG.
EXIST. BLDG.
FUTURE BLDG.
PARKING 113 SPACES
DUNLOP DR. (100' R.O.W.)
BANKHEAD TUNNEL
INTERSTATE HIGHWAY NO.10
GEORGE C. WALLACE TWIN TUNNEL
ALABAMA POWER CO.
SUB STATION
PROPOSED IMPROVEMENTS
STATE OF ALABAMA, DEPARTMENT
OF TRANSPORTATION
(TEMPORARY PARKING)
(93 PARKING SPACES)
MATCHLINE (SEE SHEET 6 OF 6)
MATCHLINE (SEE SHEET 3 OF 6)
N
S 17°54'38"E 130.36'
S 17°54'38"E 34.01'
S 72°18'38"E 175.00'
S 72°18'38"E 85.00'
S 72°18'38"E 85.00'
S 72°18'38"E 85



NUMBER	REVISION	DATE

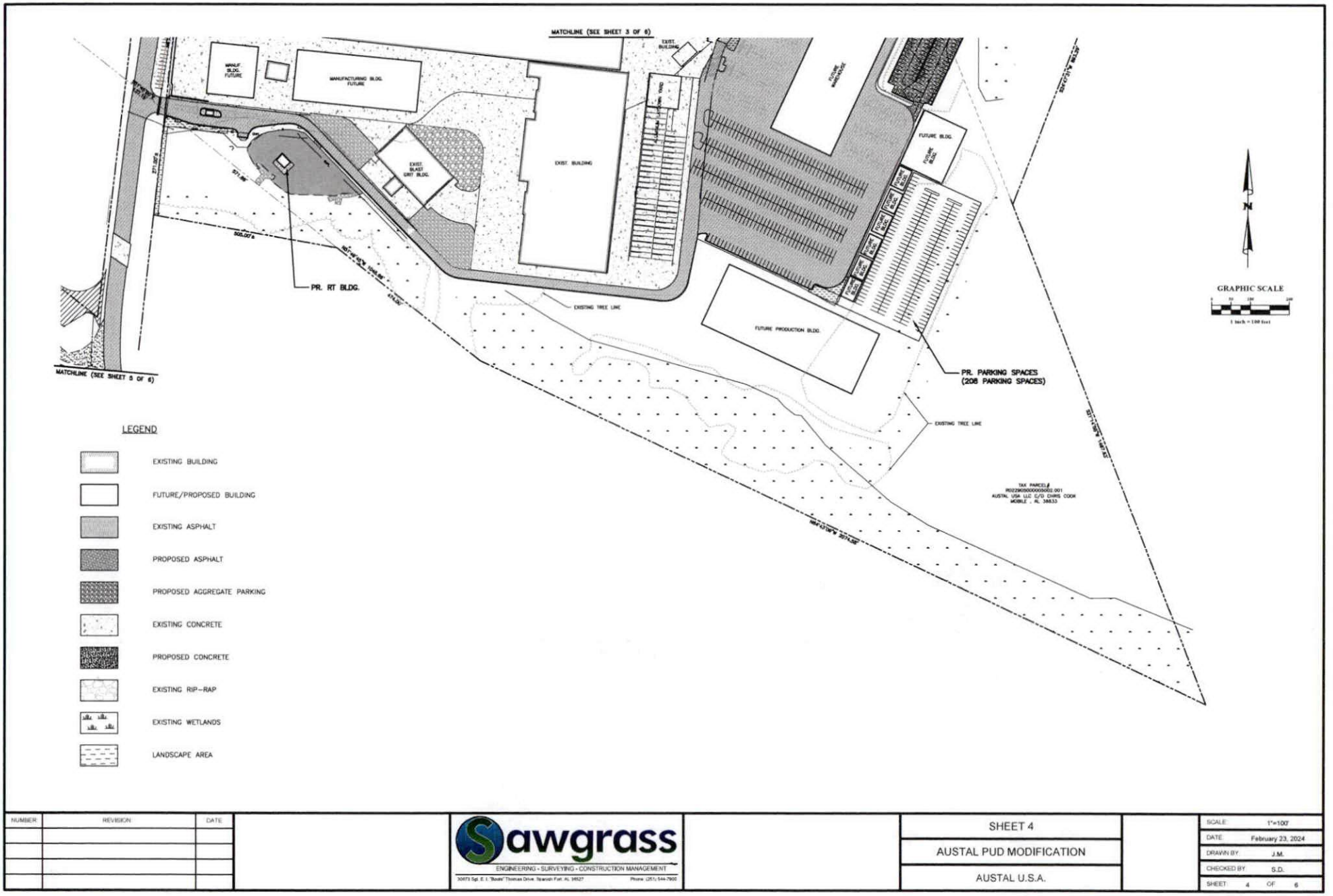
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. T. "Beale" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 3

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	3 OF 6



NUMBER	REVISION	DATE

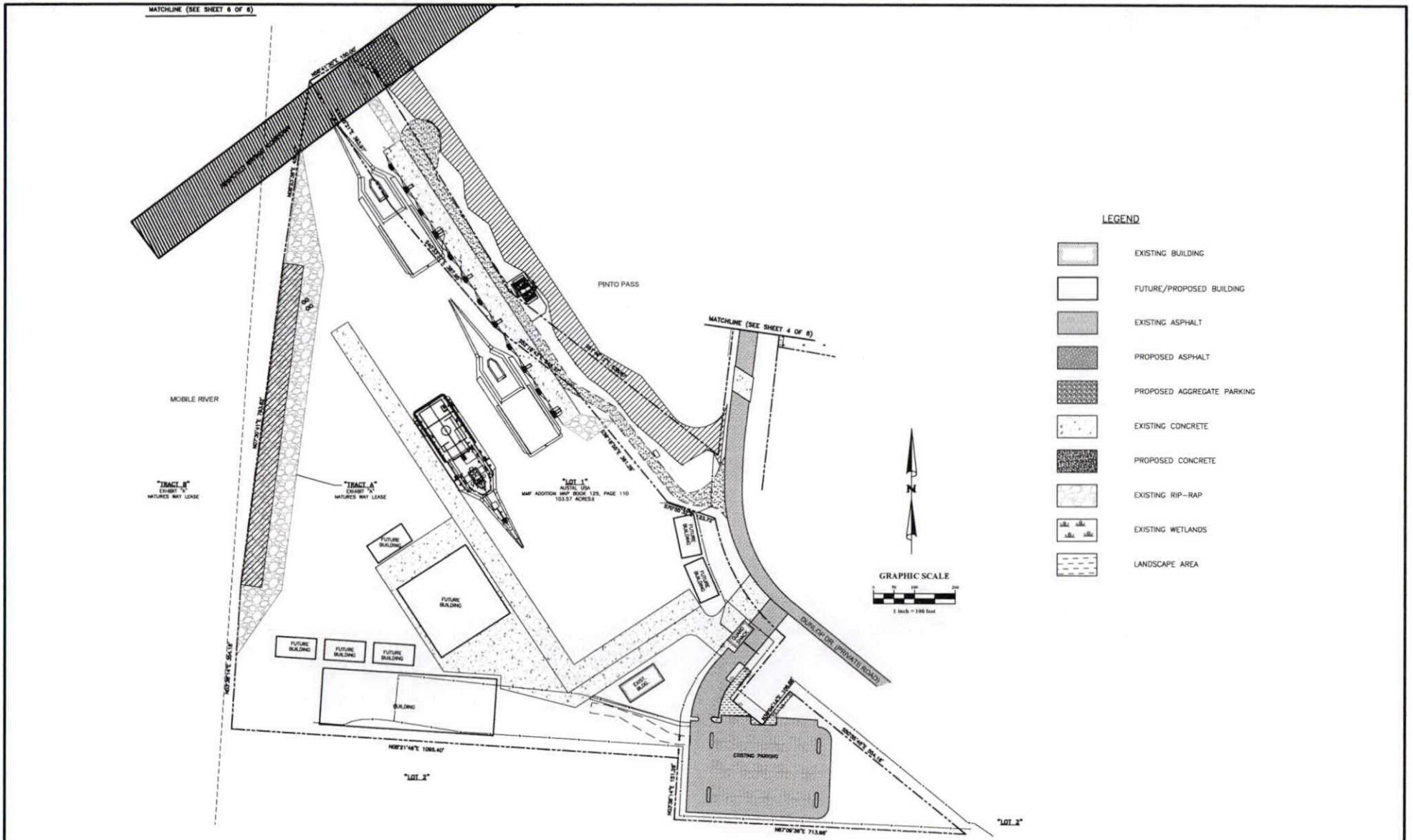
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30473 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 4

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=100'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET:	4 OF 6



NUMBER	REVISION	DATE

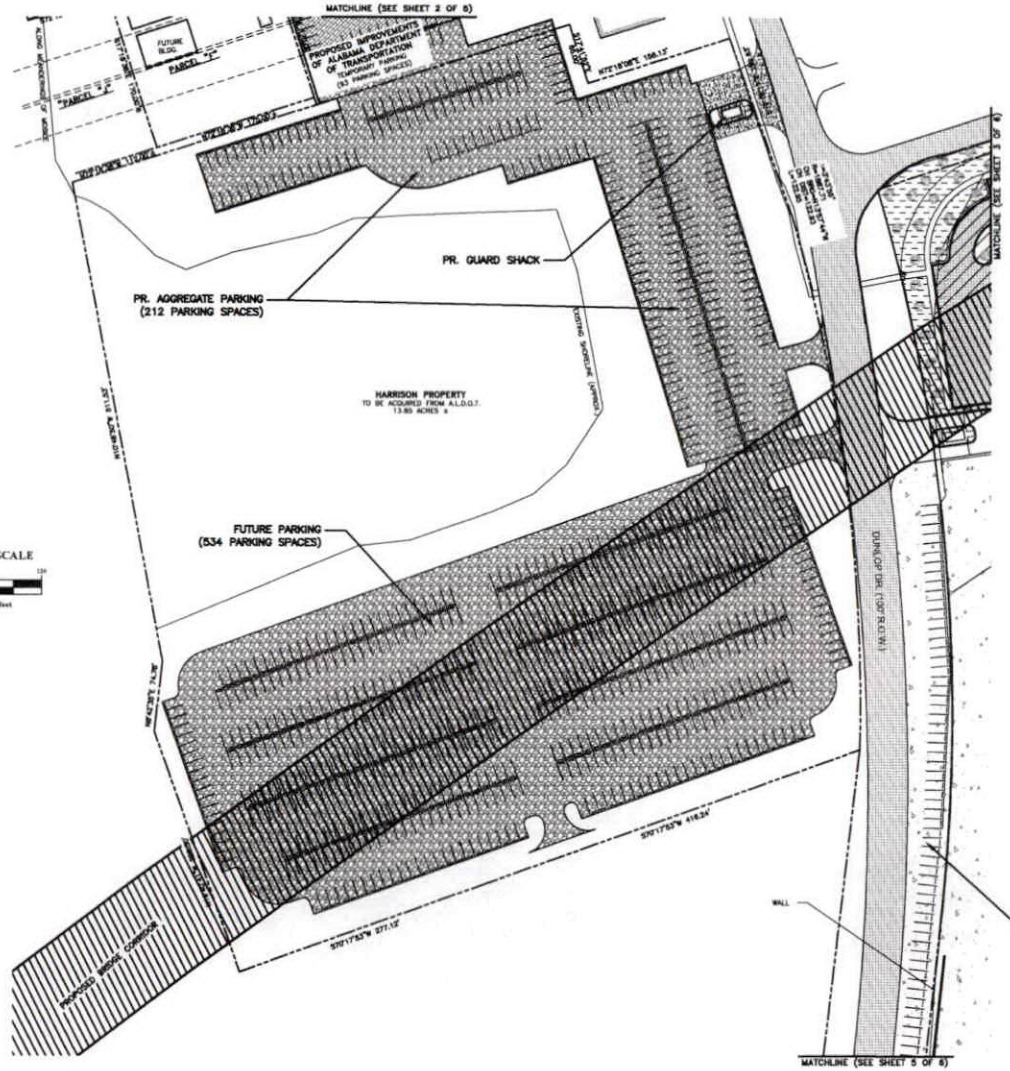
Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30473 Sgt. E.L. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 5

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE	1"=100'
DATE	February 23, 2024
DRAWN BY	J.M.
CHECKED BY	S.D.
SHEET	5 OF 6



HARRISON PROPERTY LEGAL DESCRIPTION
(TO BE ACQUIRED FROM ALDOT)

COMMENCING AT A FOUND IRON CAP AT THE INTERSECTION OF THE PRESENT WEST R/W LINE OF DUNLAP DRIVE AND THE EAST PROPERTY LINE OF PROPERTY DESCRIBED IN LP 72311, PG 1363 AND RECORDED AT THE OFFICE OF THE JUDGE OF PROBATE IN MOBILE COUNTY, ALABAMA; THENCE NORTHWESTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 13 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 582 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE SOUTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 19 FEET, MORE OR LESS, TO A POINT ON SAID PRESENT R/W LINE; THENCE NORTHEASTERLY AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 731 FEET, MORE OR LESS, TO A POINT ON THE GRANTOR'S SOUTH PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE), WHICH IS THE POINT OF BEGINNING; THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 418.24 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' RT OF THE CENTERLINE OF PROJECT); THENCE S 70°17'53" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 277.12 FEET TO A POINT ON THE GRANTOR'S WEST PROPERTY LINE; THENCE N 19°40'41" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 226.30 FEET TO A POINT ON THE GRANTOR'S SAID PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 147.50' LT OF THE CENTERLINE OF PROJECT); THENCE N 19°40'41" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 45.08 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 8°43'35" E AND ALONG THE GRANTOR'S SAID PROPERTY-LINE A DISTANCE OF 74.78 FEET TO A POINT ON THE GRANTOR'S PROPERTY LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE N 10°46'56" W AND ALONG THE GRANTOR'S SAID PROPERTY LINE A DISTANCE OF 511.33 FEET TO A POINT ON THE PRESENT SOUTH R/W LINE OF I-10; THENCE N 72 °15'E E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 301.66 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE S 17 ° 41 '10" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 85.00 FEET TO A POINT ON SAID PRESENT R/W LINE; THENCE N 72 °18'0" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 136.13 FEET TO A POINT ON THE PRESENT WEST R/W LINE OF DUNLAP DRIVE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE S 19°16'1 7" E AND ALONG SAID PRESENT R/W LINE A DISTANCE OF 1396.83 FEET TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 122.80 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE) (SAID ARC HAVING A CHORD BEARING OF S 13 °37'44" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 122.83 FEET AND A RADIUS OF 1967.71 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 219.03 FEET AND ALONG SAID PRESENT R/W LINE TO A POINT ON SAID PRESENT R/W LINE, (SAID POINT ALSO ON THE ACQUIRED R/W LINE AND OFFSET 122.50' RT OF THE CENTERLINE OF PROJECT) (SAID ARC HAVING A CHORD BEARING OF S 7 °57'40" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 218.40 FEET AND A RADIUS OF 1888.34 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 167.30 FEET AND ALONG SAID PRESENT R/W LINE (SAID ARC HAVING A CHORD BEARING OF S 1 °9'31" E, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 167.25 FEET AND A RADIUS OF 9600.81 FEET) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 13.85 ACRES, MORE OR LESS, TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING, AND AS SHOWN ON THE RIGHT OF WAY MAP OF RECORD IN THE ALABAMA DEPARTMENT OF TRANSPORTATION, A COPY OF WHICH IS ALSO DEPOSITED IN THE OFFICE OF THE JUDGE OF PROBATE AS AN AID TO PERSONS AND ENTITIES INTERESTED THEREIN, AND AS SHOWN ON THE PROPERTY SKETCH ATTACHED HERETO AND MADE A PART HEREOF, THE PROPERTY INTENDED TO BE CONVEYED CONSTITUTES, AND IS FURTHER DESCRIBED AS, ALL OF THE PROPERTY CONVEYED TO GRANTOR BY WARREN PETROLEUM CORPORATION BY INSTRUMENT DATED JULY 22, 1960 AND RECORDED AT REAL PROPERTY BOOK 174, PAGE 410 AND BY MAGT RAILWAY COMPANY BY INSTRUMENT DATED MARCH 28, 2013 AND RECORDED AT BOOK 7007, PAGE 41,AND IS FURTHER DESCRIBED AS ALL OF THE PROPERTY OWNED BY GRANTOR BOUNDED, GENERALLY, BY THE INTERSTATE 10 RIGHT-OF-WAY TO THE NORTH, DUNLAP DRIVE TO THE EAST, PARCEL 2 AND THE MOBILE RIVER TO THE WEST, AND PROPERTY OWNED BY GRANTEE AND PROPERTY OWNED BY DROA, INC. TO THE SOUTH. SAID PROPERTY IS CONVEYED TOGETHER WITH ALL RIPARIAN, LITTORAL, AND OTHER RIGHTS AND PRIVILEGES APPURTENANT THERETO OR IN ANY MANNER APPERTAINING.

LEGEND

- EXISTING BUILDING
- FUTURE/PROPOSED BUILDING
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED AGGREGATE PARKING
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING RIP-RAP
- EXISTING WETLANDS
- LANDSCAPE AREA

NUMBER	REVISION	DATE

Sawgrass
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
30673 Sgt. E. J. "Boots" Thomas Drive, Spanish Fort, AL 36527 Phone: (251) 544-7900

SHEET 6

AUSTAL PUD MODIFICATION

AUSTAL U.S.A.

SCALE:	1"=60'
DATE:	February 23, 2024
DRAWN BY:	J.M.
CHECKED BY:	S.D.
SHEET	6 OF 6

AUSTAL USA LLC
202 ADDSCO RD
Mobile, AL 36633

AUSTAL USA LLC C/O CHRIS COOK
PO BOX 1049
MOBILE AL 36633

Sawgrass Consulting LLC
30673 Sgt El Boots Thomas Drive
Spanish Fort, AL 36527

Agenda Item #: 8

MOD-002864-2024

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

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
145, 151, 176, 195, 350 & 400 Dunlap Drive

Subdivision Name:
Austal USA MMF Addition Subdivision, Austal Outfit Yard 1 Subdivision

Applicant / Agent:
Joey Nunnally, Austal USA

Property Owner:
Austal USA, LLC

Current Zoning:
I-2, Heavy Industry District

Future Land Use:
Heavy Industry

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Three months from approval.

Proposal:

- Major Modification of a previously approved Planned Unit Development.

Considerations:

1. Major Modification of a previously approved Planned Unit Development with twelve (12) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by commercial and residential units.

APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

REQUEST PUD Modification

N

NTS

SITE HISTORY

Two (2) of the three (3) areas within the subject site have been developed by Austal USA with various Planned Unit Developments (PUD's), Subdivisions, and variances, all for the purpose of expanding the company's shipbuilding operations. No one single case has included all of the areas to be reviewed by this application, and the areas now under review are not contiguous. One area is currently Alabama Department of Transportation property which has never been part of any application before the Planning Commission or Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Retain NOTES #1 – 7 on SHEET 2 of 6 of the AUSTAL PUD MODIFICATION.

Traffic Engineering Comments:

A traffic impact study will be required. The parking within the right-of-way is currently being reviewed by permitting and traffic engineering as a part of a right-of-way use agreement. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The purpose of this application is to allow shared parking between multiple building sites and to allow multiple buildings on multiple building sites. Two of the three sites comprising this application are developed as part of the Austal USA shipbuilding complex. Due to the route of the proposed Mobile River Interstate 10 Bridge, the applicant must vacate a large portion of the parking area along the South side of ADDSCO Road within the Modular Manufacturing Facility site which was approved via a PUD approved on January 19, 2012. Replacement parking is proposed in another portion of that site, and in an area which is proposed to be purchased by the

applicant. Along with the new parking, the applicant also proposes manufacturing, production, warehousing and smaller support buildings on the Modular Manufacturing Facility site. The third site (Outfit Yard) is along the South side of Pinto Pass and Dunlap Drive which received Planned Unit Development approval on September 18, 2014 to allow multiple buildings on a single building site. No replacement parking is proposed on that site, but new buildings are proposed beyond those of the previously approved PUD. The bridge corridor traverses the North end of that site, but has no impact on buildings or parking.

As PUD approvals are site plan-specific and as the current expansion proposal is much larger in nature, the site is required to obtain Major Modification approval in order to proceed with the proposed construction. As a major modification to the previously approved PUDS is needed for parking, the applicant was advised to bring all anticipated parking and buildings to the Commission and City Council in one (1) application. The applicant states a time frame of three months from approval to begin construction.

The Modular Manufacturing Facility site will lose 650 of the current parking spaces. Within that site, three new parking areas will provide 382 parking spaces. Another 99 parking spaces are proposed adjacent to that site along the East side of Dunlap Drive within the public right-of-way. The applicant proposes to purchase 13.85± acres of land owned by the Alabama Department of Transportation extending from the West side of Dunlap Drive to the East bank of the Mobile River, at the West terminus of Austal Way. Within that area, 212 replacement parking spaces are proposed at its North end. The 650 lost spaces will then be replaced by 693 parking spaces. The proposed Mobile River Interstate 10 Bridge traverses the Southern portion of that area, and 534 future parking spaces are proposed within the bridge corridor. Dunlap Drive and ADDSCO Road and existing internal drives will provide all access to the proposed parking areas.

Pertaining to the Modular Manufacturing Facility site, in addition to the proposed relocation of parking, five (5) large manufacturing, production and warehousing buildings are proposed, ranging in size from approximately 16,250 square feet to approximately 74,375 square feet. Approximately 34 much smaller support buildings are also proposed within that site. The proposed bridge corridor across the site will result in the removal of 19 existing frontage heritage trees along ADDSCO Road. As this area will eventually be under the bridge when completed, the replacement of the lost trees should not be required.

The proposed 99 parking spaces within the Dunlap Drive right-of-way will require Traffic Engineering and Engineering approval, and as illustrated in the Traffic Engineering comments, the process of obtaining approval has begun.

Within the Outfit Yard, the applicant proposes two (2) new large buildings totaling approximately 96,700 square feet, and six (6) smaller buildings at approximately 5,000 square feet each. No new parking or access to that site is proposed. The approved September 18, 2014 PUD for that site indicated several proposed buildings, but it appears that only one (1) building was constructed. As proposed the new buildings would constitute an expansion of over 50% of the existing building footprint, thus full compliance with the landscaping and tree planting requirements of the UDC would apply at the time of new construction.

The large tract of land proposed to be obtained from the Alabama Department of Transportation has never been before the Planning Commission or Board of Zoning Adjustment. The site is vacant, except for some minor structures on portions leased for other commercial purposes. The land portion is crescent-shaped with a large basin off the Mobile River in the middle. The applicant proposes 212 temporary parking spaces along the North and East portions of the site with two (2) access drives off Dunlap Drive. The Southern portion of the site is within the proposed bridge corridor, and the site plan indicates a future parking area for 534 parking spaces within this area with one (1) access point off Dunlap Drive. No buildings are proposed other than a small guard shack at the Northern-most entrance drive. As the site is a metes-and-bounds legal description, it must be made a legal lot of

record via a one-lot subdivision. The applicant requests exemption from the landscaping requirements for this site, and such would seem in order due to the fact that the parking relocation is caused by the bridge construction project.

The site plan provides parking numbers for current parking requirements, spaces provided, those displaced and those replaced, but does not provide any calculations for future requirements for the proposed new buildings throughout the site based on the square footage of office space or the number of manufacturing/warehousing employees. The UDC stipulates that any parking spaces in excess of the minimum requirement must be Alternative Surface. However, due to site being zoned I-2, the entire parking areas could be an approved Alternative Surface – gravel (64-3-12.A.5.(c)(3) and 64-3-12.A.5.(d)(3)). In terms of parking there are other considerations involved, such as the provision of pedestrian safety aisles (64-3-12.A.5.(i) and (j)) and the provision of bicycle parking as per 64-3-12.A.9.(b).

The site plan does not indicate dumpsters, nor are there any notations stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection.

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

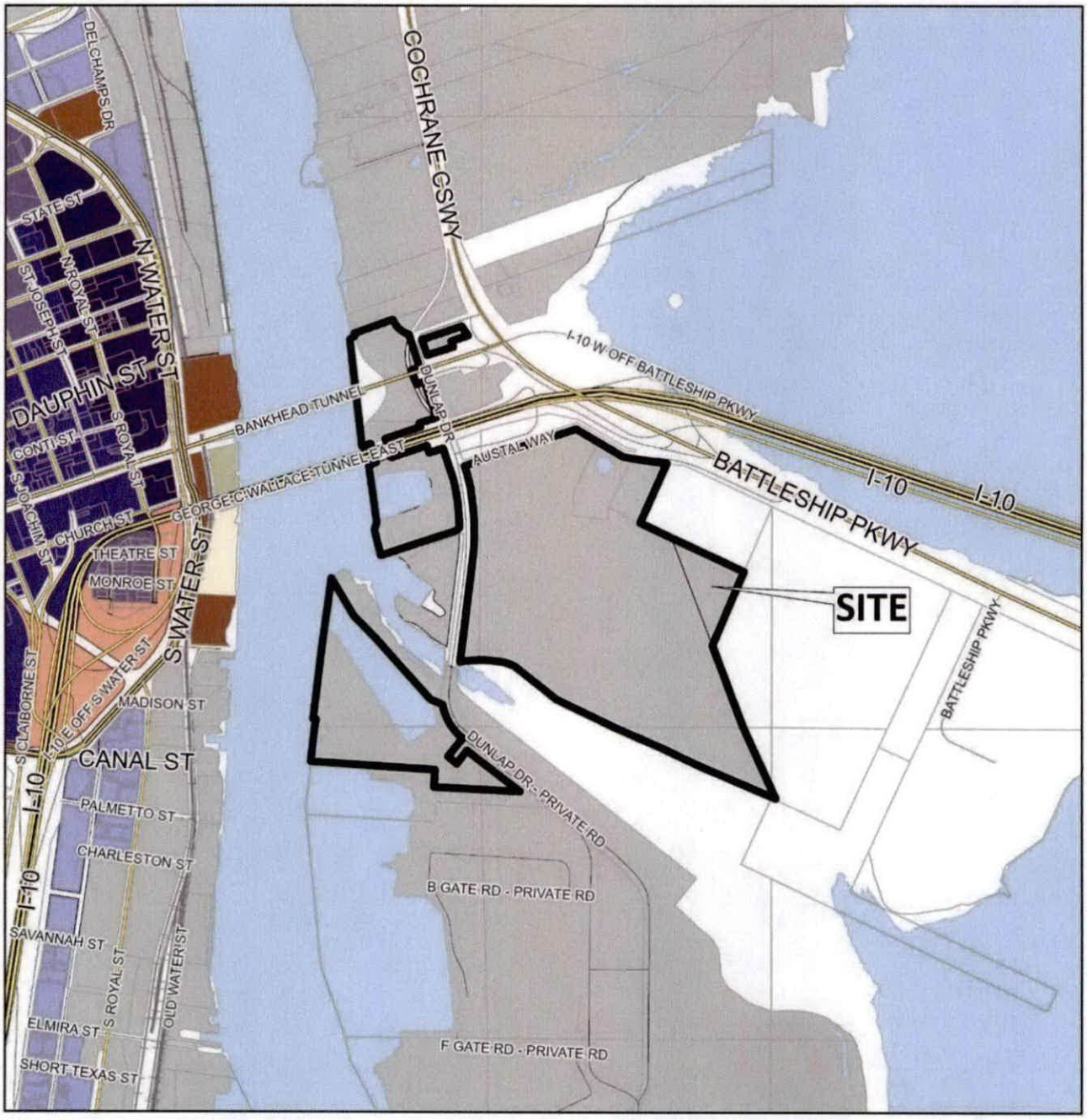
> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> 1. Is consistent with all applicable requirements of this Chapter;
> 2. Is compatible with the character of the surrounding neighborhood;
> 3. Will not impede the orderly development and improvement of surrounding property;
> 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
>   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
>   b. Includes adequate public facilities and utilities;
> 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
> 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
> 7. Shall not be detrimental or endanger the public health, safety or general welfare.
> 8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

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

1. Approval from Traffic Engineering and Engineering for the 99 parking spaces within the right-of-way along Dunlap Drive;
2. Placement of a note on the recorded site plan stating that full compliance with the UDC landscaping and tree planting requirements for the Outfit Yard, including but not limited to the provision of adequate parking with required safety aisles, landscaping and tree plantings, surfacing and bicycle parking will be provided when the level of improvements exceed 50% of the existing site (at the time of recording);
3. Placement of a note on the recorded site plan stating that complaint parking calculations for the over-all site will be provided as each proposed building is submitted for approval (based on the square footage of office space and the number of manufacturing/warehousing employees);
4. Revision of the site plan to provide pedestrian safety aisles (64-3-12.A.5.(i) and (j)) within all parking areas;
5. Revision of the site plan to provide bicycle parking as per 64-3-12.A.9.(b);
6. Revision of the site plan to indicate compliant dumpsters, or the placement of a note on the site plan stating that dumpsters will not be utilized and refuse collection will be either via curbside service or private can collection;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report;
10. Compliance with all Fire Department comments noted in this staff report;
11. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
12. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE March 21, 2024

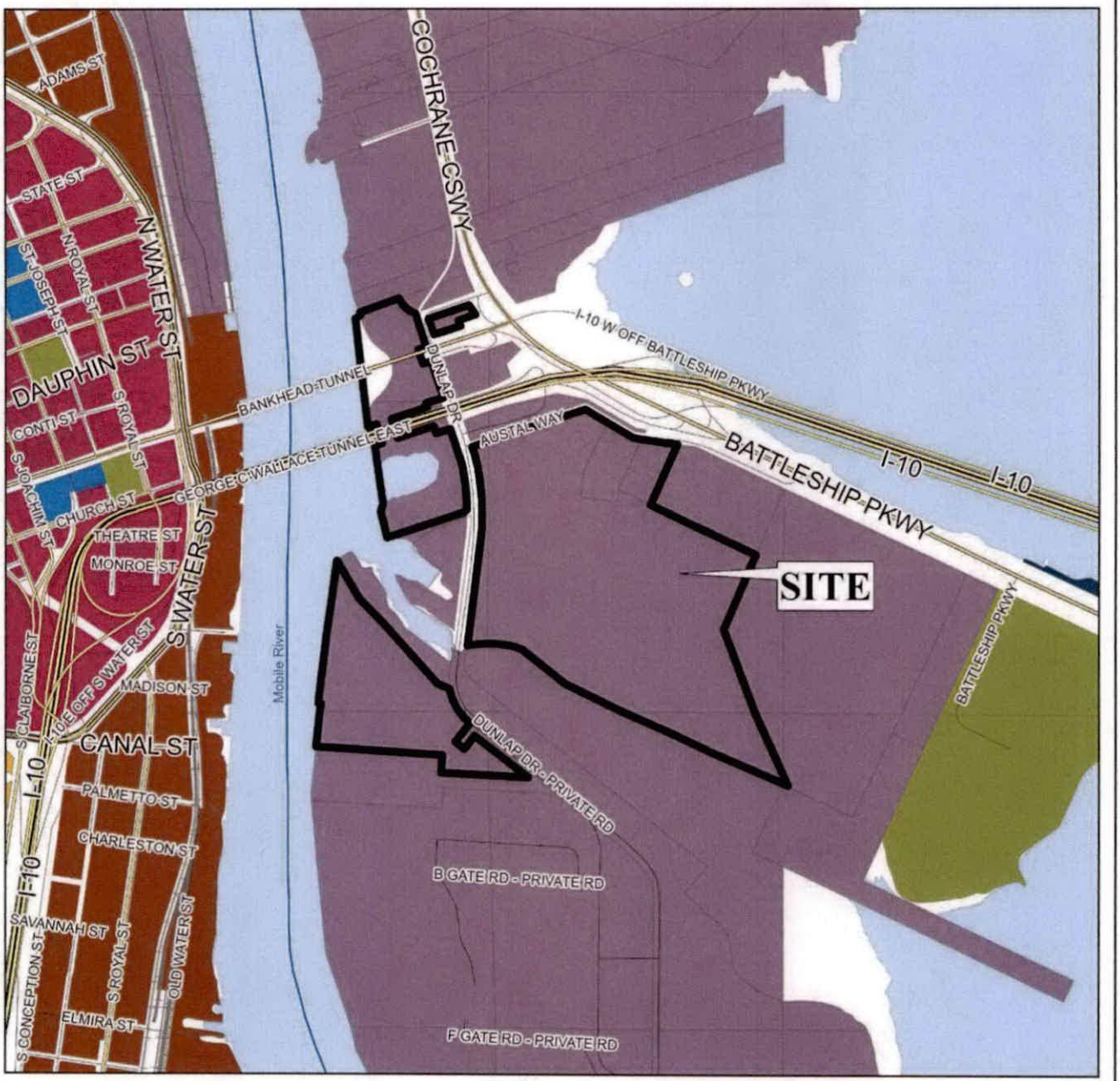
APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

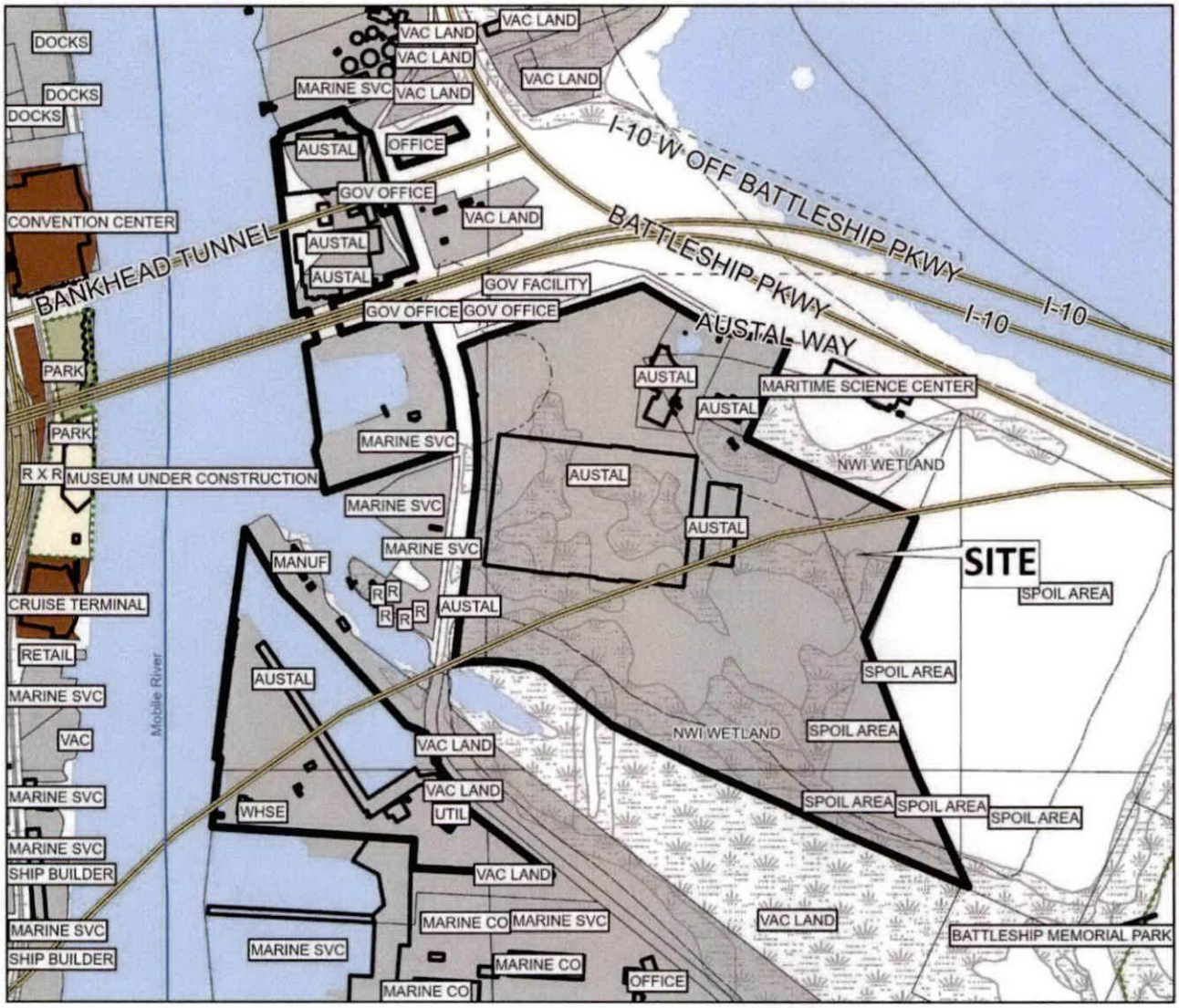
REQUEST PUD Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by marine services and industrial units.

APPLICATION NUMBER 8 DATE March 21, 2024

APPLICANT Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)

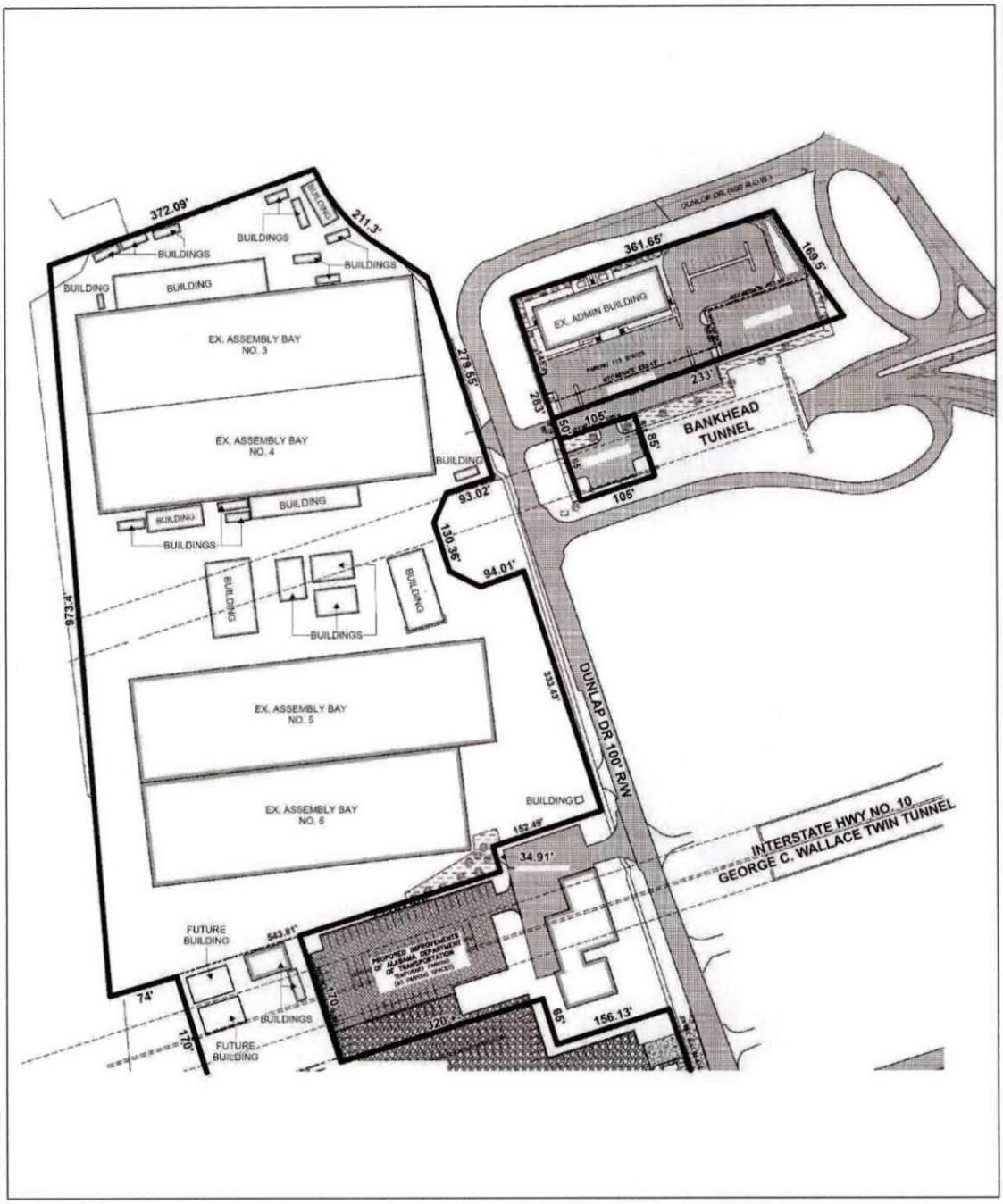
REQUEST PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



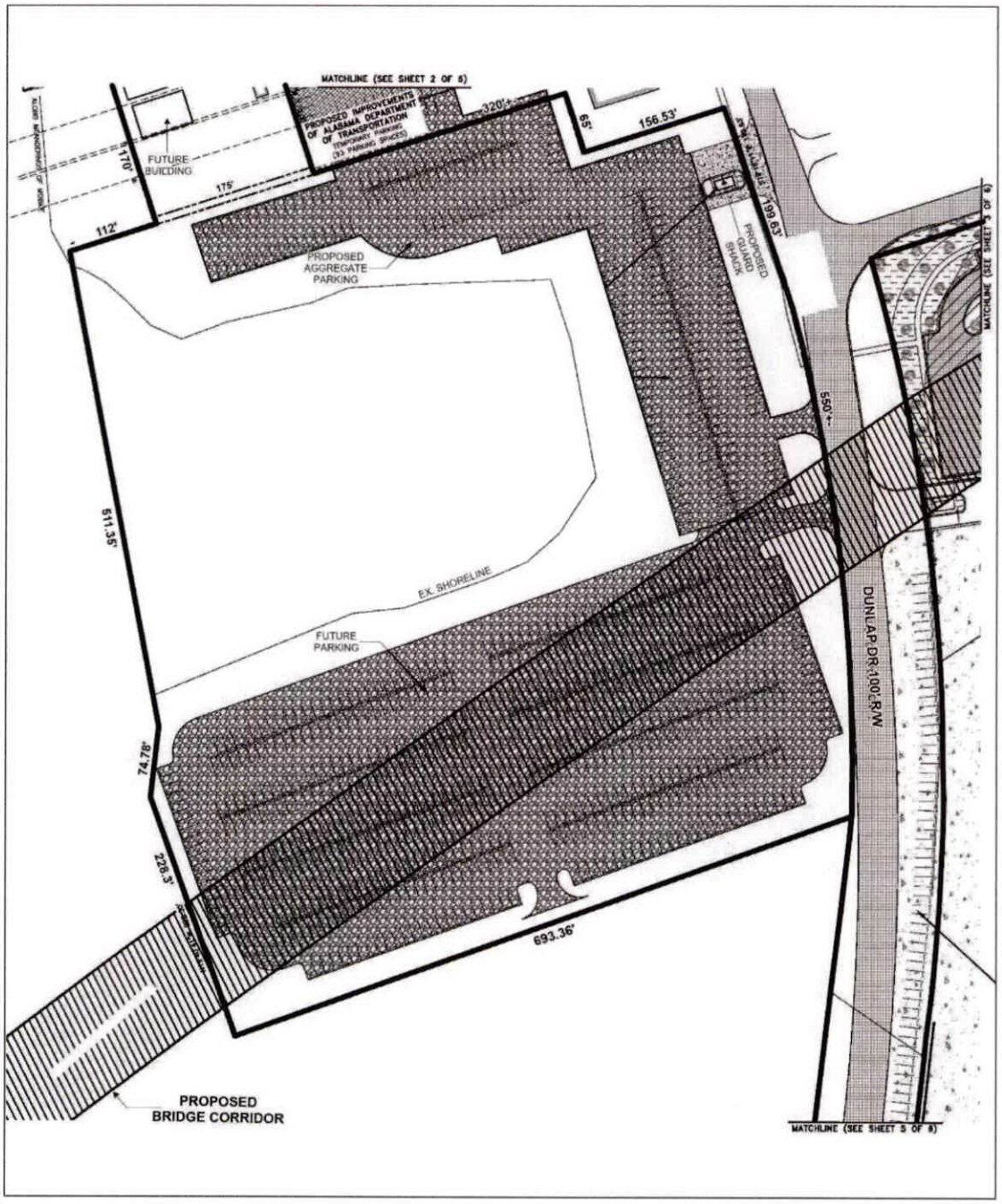
The site plan illustrates existing marine manufacturing facilities, existing buildings, and proposed buildings.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



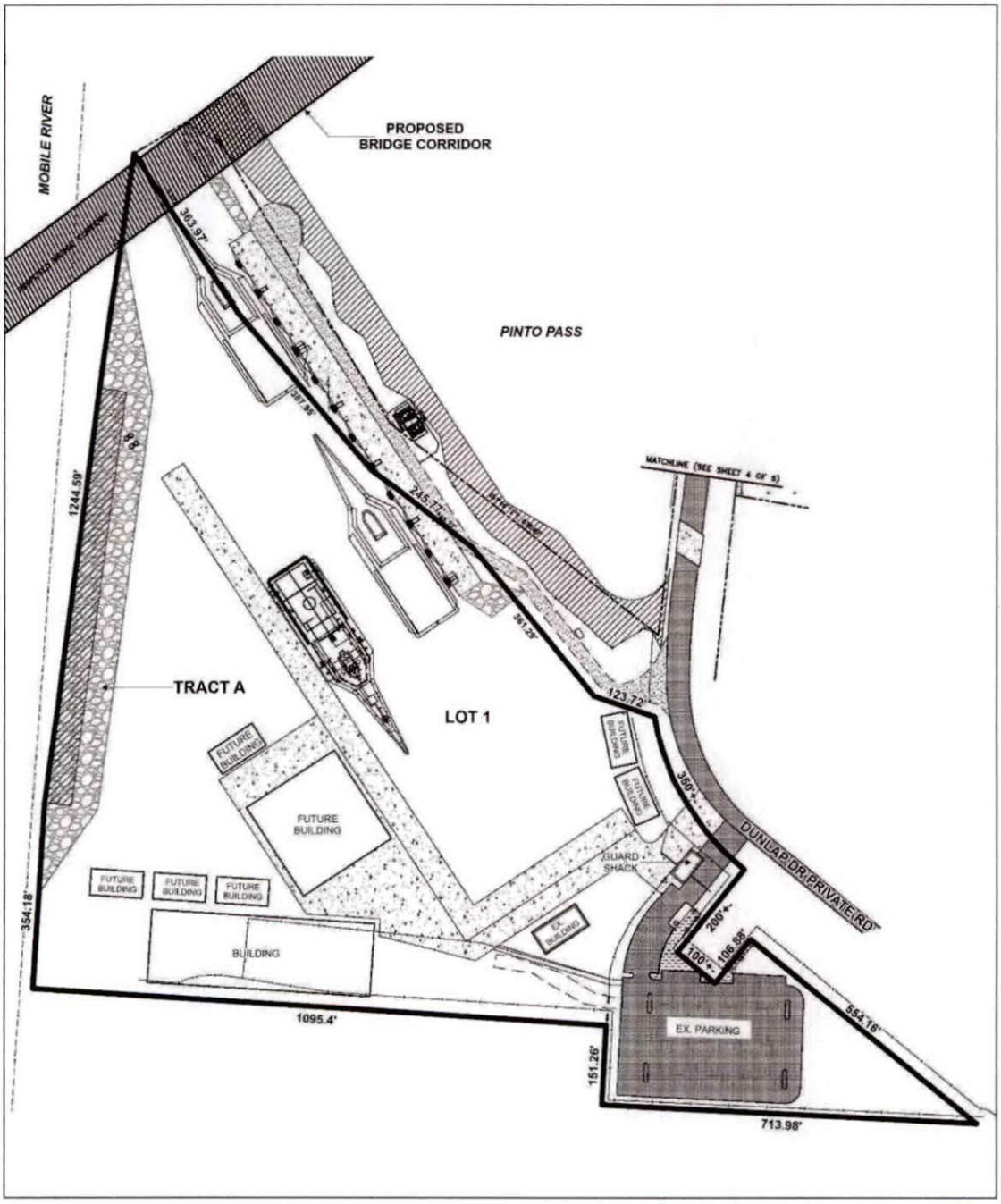
The site plan illustrates proposed buildings and proposed parking.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



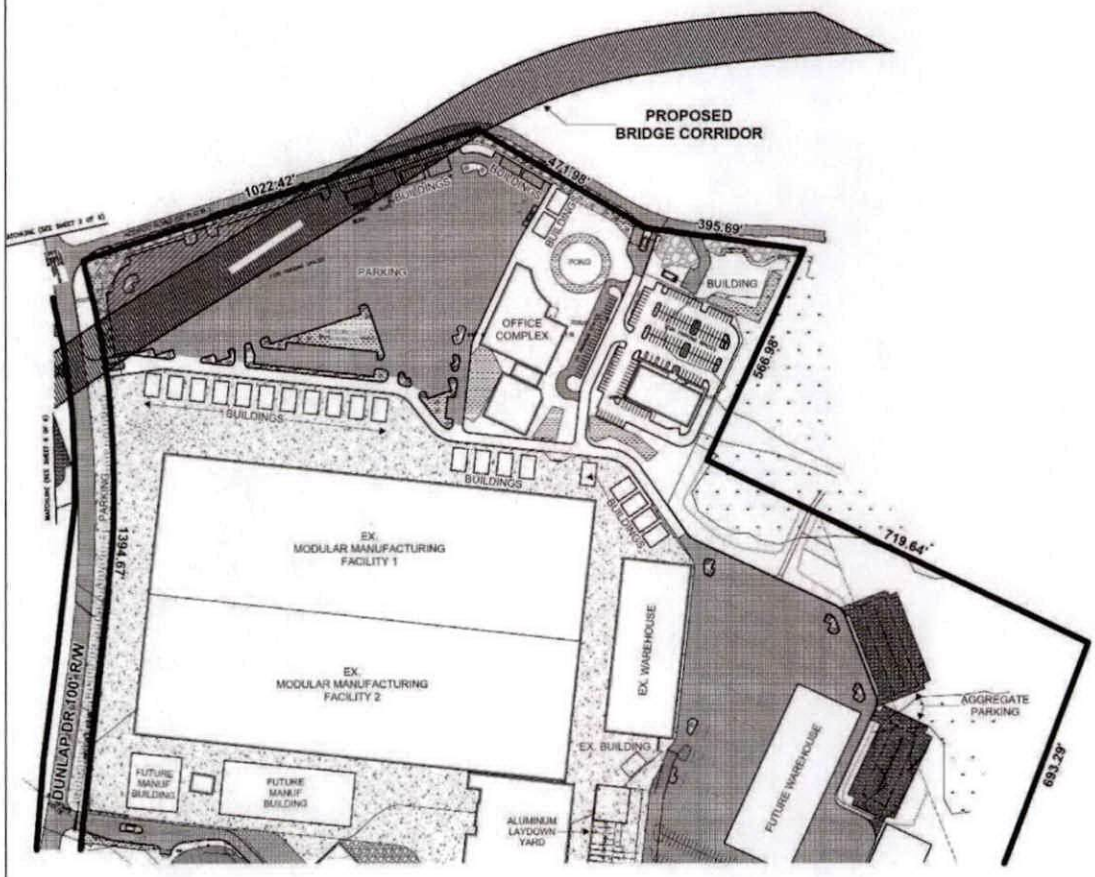
The site plan illustrates existing marine manufacturing facilities, existing buildings, existing parking, and proposed buildings.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



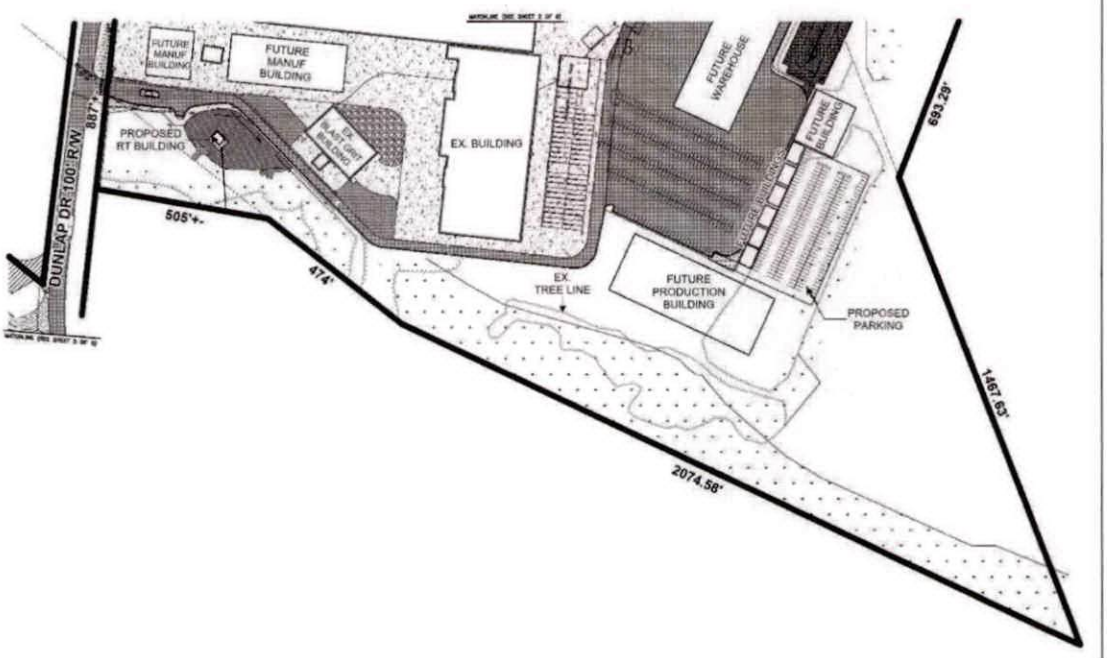
The site plan illustrates existing manufacturing facilities, existing buildings, existing parking, proposed buildings and proposed parking.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

SITE PLAN



The site plan illustrates existing manufacturing facilities, existing buildings, existing parking, proposed buildings and proposed parking.

APPLICATION NUMBER	8	DATE	March 21, 2024
APPLICANT	Joey Nunally, Austal USA (Stephen Delahunty, PE, Sawgrass Consulting, Agent)		
REQUEST	PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX																
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Amend the Schedule of Licenses contained in Chapter 34, Article III, with regard to Automobile Dealers to decrease the License Rate for the year 2024, and increase the License Rate for Automobile Dealers for the year 2025.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	5/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	5/16/2024 - 3:06 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:06 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 3:10 PM

34 - _____ **2024**

AN ORDINANCE TO AMEND
CHAPTER 34 – LICENSES AND TAXATION – OF THE MOBILE CITY CODE

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the City of Mobile ("City") wishes to amend Chapter 34 – LICENSES AND TAXATION, ARTICLE III. – BUSINESS LICENSE CODE AND SCHEDULE OF LICENSES, of the Mobile City Code;

WHEREAS, the City wishes to amend the SCHEDULE OF LICENSES contained in Chapter 34, Article III, with regard to Automobile Dealers to decrease the License Rate for the year 2024, and increase the License Rate for Automobile Dealers for the year 2025 and thereafter; and

WHEREAS, this Ordinance is enacted to accomplish said goals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following Ordinance is adopted to amend the "Schedule of Licenses" located in Chapter 34, of the Code of the City of Mobile, Alabama, 1991, as follows:

The following provisions located in the Schedule of Licenses currently reads as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.002090
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.002090

The above provisions of the Chapter 34, Schedule of Licenses, shall be amended to provide the rate for year 2024, to read as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.001427
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.000790

The above provisions of the Chapter 34, Schedule of Licenses, shall be amended to provide the rate for year 2025, to read as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.001427
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.001400

The above provisions of the Chapter 34, Schedule of Licenses, shall be amended to provide the rate for year 2026, and subsequent years, to read as follows:

NAICS	Title	License Rate
441120	RETAIL – Automobile Dealers, used only	0.002090
441110	RETAIL – Automobile Dealer (new and used) whether Owned by the dealer or not, except dealers in Motorcycles.	0.002090

All other sections of Chapter 34 remain in effect. No other provision of the Schedule of Licenses is altered by this amendment.

Severability. In the event that any subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof 2024, to read as follows:

Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:34 PM

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Eminence Promotions, LLC
Location:	Southeastern Combat Championships 7701 Hitt Road Mobile, AL 36695

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/13/2024	NEW APPLICATION	2024 - 5657	999966	6	May 21, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,
The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
EMINENCE PROMOTIONS LLC

Trade Name (DBA)
SOUTHEASTERN COMBAT CHAMPIONSHIPS

Location Address
7701 HITT ROAD

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/13/2024	NEW APPLICATION	2024 - 5657	999966	6	May 21, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
140 - SPECIAL EVENTS RETAIL

Legal Business Name
EMINENCE PROMOTIONS LLC

Trade Name (DBA)
SOUTHEASTERN COMBAT CHAMPIONSHIPS

Location Address
7701 HITT ROAD

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/13/2024	NEW APPLICATION	2024 - 5657	999966	6	May 21, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EMINENCE PROMOTIONS LLC

Trade Name (DBA)

SOUTHEASTERN COMBAT CHAMPIONSHIPS

Location Address

7701 HITT ROAD

City, State, Zip Code

MOBILE AL 36695

Contact Person Information

Name	Title	POA	Phone	Email
JAMES E MILLS IV	MEMBER	NO		EMINENCEPROS@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 06/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/13/2024	NEW APPLICATION	2024 - 5657	999966	6	May 21, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
EMINENCE PROMOTIONS LLC	SOUTHEASTERN COMBAT CHAMPIONSHIPS

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12/03/2018	535-913	AL	JEFFERSON

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
83-2786092	R010335496	(251) 620-6221	

Physical Address (Street Address, Suite #)	City	State	Zip Code
7701 HITT ROAD	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	EVENT HALL	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JAMES E MILLS IV	MEMBER	NO		EMINENCEPROS@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
ABBA SHRINE CENTER	(251) 833-8195	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
7701 HITT ROAD	MOBILE	AL	36695

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
40,000	1750	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials JM

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
MILLS IV, JAMES EDWARD	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
01/09/1978	BIRMINGHAM AL USA		

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials JM

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JH The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

JH The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

JH The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

JH The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

JH Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

JH In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JH Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
James E. Miller IV	5/13/24
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	owner

Sworn to and subscribed before me this 13 day of May 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner		November 19, 2025

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

EMINENCE PROMOTIONS LLC dba **SOUTHEASTERN COMBAT CHAMPIONSHIPS**

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL

for the premises located at **7701 HITT ROAD** , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

May 21, 2024

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

May 13, 2024

SPC EVNT - SOUTHEASTERN COMBAT CHAMPIONS

450 WEDGEFIELD DRIVE WEST

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 999966 TERRITORY 7

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1793201	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

05/13/2024 11:47AM SAVALIA G
040213-0006

BUSINESS LICENSE
EMINENCE PROMOTIONS LLC
999966
2024 Item: 1793201
ALCOHOL APPLICATION
FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********1003
Ref=12c1de4e-7179-4922-a96b-9a63386bc72a
Auth=890075

Change due **$0.00**

Paid by: MILLS/JAMES E

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240412160208602

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SOUTHEASTERN COMBAT CHAMPIONSHIPS **Filing Fee:** $50.00

Applicant: EMINENCE PROMOTIONS LLC **Transfer Fee:**

Location Address: 7701 HITT ROAD MOBILE, AL 36695

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 535-913

Do you sell Draft Beer?:

Date Incorporated: 12/03/2018 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 12/03/2018

Federal Tax ID: 83-2786092 **Alabama State Sales Tax ID:** R010335496

Name:	Title:	Date and Place of Birth:	Residence Address:
027/2833 - AL	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JAMES MILLS **Home Phone:**
Business Phone: 251-458-0579 **Cell Phon**
Fax: **E-mail:** EMINENCEPROS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240412160208602

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ABBA SHRINE CENTER 251-633-5561
What is lessors primary business? RENTAL HALL
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 40000 Display Square Footage:
Building seating capacity: 1750 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: COUNTY Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240412160208602

Initial each — **Signature page**

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature: Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240412160208602

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 06/01/2024 Ending Date: 06/02/2024
Special terms and conditions for special event/special retail:
THIS EVENT WILL BE HELD JUNE 1 2024 AT THE ABBA SHRINE CENTER. ENTRANCE/EXITS WILL BE CONTROLLED. BEER AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Are there any special restrictions, instructions, and/or conditions for this license?:
THIS EVENT WILL BE HELD JUNE 1 2024 AT THE ABBA SHRINE CENTER. ENTRANCE/EXITS WILL BE CONTROLLED. BEER AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

July 11th, 2023

Dear Mr. Mills,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:MILLS,JAMES EDWARD IV
SOC.
ABI RESULT:IDENT
SID

CERTIFIED COPY
OF ALEA DOCUMENT

07-11-2023 12:51 *
*ATN/TCN8002306293 *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID ---- *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 07-11-2023 *
*NAME STATE ID NO. FBI ID NO. *
*MILLS,JAMES EDWARD IV *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M W 02 255 BRO BRO AL *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
----- *

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *
****
*LAST PAGE ON SID *

SEQ # 710 MRI

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:

- Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.
- Include a check, money order, or credit card payment for the $100.00 processing fee.
- The request is only accepted via mail or courier and will not be accepted via email.
- You may file the amendment online in the time it takes to type this request.
- Your filing will not be indexed if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed and will not be accepted via email.

1. The current recorded name of the Limited Liability Company:

   EMINENCE PROMOTIONS, LLC

2. The date the Certificate of Formation was filed: 11 /27 /2018 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 000 - 535 - 913 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov, click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

This form was prepared by: (type name and full address)

James E. Mills, IV
450 Wedgefield Dr. W
Mobile, AL 36608.

RECEIVED DATE

JUL 15 2022

SECRETARY OF STATE
OF ALABAMA

(For SOS Use Only)

Alabama
Sec. Of State

Entity Change
000-535-913 DLL
Date 7/15/2022
Time 11:20
228715 2 Pg

File $100.00
County $.00

Total $100.00
05/015

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 07 /11 /2022 (MM/DD/YYYY):

The Articles of Formation needs to be corrected to state James E. Mills, IV is the 100% sole owner of Eminence Promotions, LLC. (INST# 20181210870)

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the Name Reservation Certificate issued by the Office of Secretary of State must be attached.
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). Agent information will NOT be changed with an amendment.

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

07 / 11 / 2022
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

James E. Mills, IV
Typed name of above signature

Owner
Typed title/capacity to sign under 10A-5A-2.04

STATE OF ALABAMA
CHANGE OF REGISTERED AGENT
OR REGISTERED OFFICE BY ENTITY

PURPOSE: To change an entity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5.32. Use a separate form for each separate Entity Identification (ID) number.

Alabama
Sec. Of State
Entity Change DLL
535-913 2/19/2019
Date 10:15
Time 2 Pg
190219
File $25.00
Ackn $.00
Exp $.00
Total $25.00
02/005

(For SOS Office Use Only)

INSTRUCTIONS TO OBTAIN INFORMATION TO COMPLETE THIS FORM: You may obtain the Entity ID Number on our website at www.sos.alabama.gov. Click on Business Services (below the picture) then Click on Business Entity Search, click on Entity Name, type the registered name of the entity in the appropriate box, and enter. The six (6) digit number contained in data to the left of the name is the entity ID number (item 1 below). If you click on that number, you can view the Business Entity Details page to determine that you have located the correct entity. This verification step is strongly recommended – refunds will not be made if you use the wrong number.

Mail two copies of this filing and the $25.00* fee to the Secretary of State, Business Services Division, PO Box 5616, Montgomery, Alabama, 36103-5616. You may pay by check, money order, or credit card. You may email your filing to business.services@sos.alabama.gov. If you are paying with a credit card, Your change will not be released if the credit card does not authorize and will be removed if the check is dishonored. ($30 fee).

[redacted]

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000): 535 - 913 The change will not be processed without this number.

2. The name of the entity as registered with the Secretary of State of Alabama:

Embrace Promotions, LLC

3. The name of the Registered Agent currently registered for this entity with the Secretary of State of Alabama: UECA, Inc.

Street (No PO Boxes) address of the Registered Office: 100 Corporate Parkway, Suite 110, Birmingham, AL 35242

Mailing address of Registered Office (if different from street address):

RECEIVED DATE
FEB 19 2019
SECRETARY OF STATE
OF ALABAMA

[redacted]

[redacted]

[redacted]

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Registered Agent Change filed on behalf of Eminence Promotions LLC, as received and filed in the Office of the Secretary of State on 02/19/2019.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

03/11/2019

Date

J. H. Merrill

John H. Merrill Secretary of State

20190311000014536

County Division Code: AL040
Inst. # 2018121087 Pages: 1 of 4
I certify this instrument filed on
11/28/2018 3:27 PM Doc: INC
Alan L.King, Judge of Probate
Jefferson County, AL. Rec: $69.00

Clerk: SANDERSL

(For County Probate Office Use Only)

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00 for standard filing (based on date of receipt and volume) or $200.00 for expedited service (processed within approximately 3 business days after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. **The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):** Eminence Promotions LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

Alabama
Sec. Of State

New Entity
535-913 DLL
Date 12/03/2018
Time 10:42
181203 5 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

04/035

This form was prepared by: (type name and full address)

Cheyenne Moseley, LegalZoom.com, Inc.
9900 Spectrum Drive
Austin, TX 78717

RECEIVED DATE
DEC 03 2018
SECRETARY OF STATE
OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

   USCA, Inc.

   Street (No PO Boxes) address of Registered Office (must be located in Alabama):

   100 Oxmoor Road, Suite 110, Birmingham, AL 35209 (County of Jefferson)

   Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check only if the type applies to the Limited Liability Company being formed:

   ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

   The undersigned specify ____/____/____ as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be ____:____ ○ AM ○ PM (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 27 / 2018
Date (MM/DD/YYYY)

Signature as required by 10A-5A-2.04

Cheyenne Moseley, Assistant Secretary
Typed Name of Above Signature

LegalZoom.com, Inc., Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

Attachment Certificate of Formation of
Eminence Promotions LLC

1. With the exception of a transfer of interest as set forth in section 3 below, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

2. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable, including, but not limited to, a signed consent.

3. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person that acquires Membership Interests in accordance with this paragraph will be admitted as a Member of the Company only after the requirements of paragraph 2 above are complied with in full.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Eminence Promotions LLC

This name reservation is for the exclusive use of Legalzoom.com, 9900 Spectrum Drive, Austin, TX 78717 for a period of one year beginning November 21, 2018 and expiring November 21, 2019

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

November 21, 2018

Date

J. H. Merrill

RES818618

John H. Merrill **Secretary of State**

NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared JAMES EDWARDS MILLS IV ("Affiant") who being by me first duly sworn, affirmed as follows:

Affiant is one and the same person as: JAMES E MILLS IV, JAMES E MILLS, J E MILLS IV JIMMY MILLS, JIMMY "CORNBREAD" MILLS

(SIGNATURE)

James Mills IV

(PRINT NAME OF AFFIANT)

STATE OF Alabama

COUNTY OF Mobile

(Printed name of Notary)

Sworn to and subscribed before me this 5 day of February, 2024 by _____, who was personally known to me or who presented Driver's License as identification.

Sandy Durham

(Signature of Notary)

Commission No.

Commission Expiration: 9/17/25

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0248488019
Apr 15, 2019 LTR 147C
83-2786092

EMINENCE PROMOTIONS LLC
JAMES EDWARD MILLS IV SOLE MBR
7701 HITT RD
MOBILE AL 36695

Taxpayer Identification Number: 83-2786092

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of April 15th, 2019.

Your Employer Identification Number (EIN) is 83-2786092. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Miss Steele
1003363535
Customer Service Representative

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EMINENCE PROMOTIONS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R010335498	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 459999

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

450 WEDGEFIELD DR W MOBILE AL 36608-8467

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Lot 1 Resub of Lots 3 & 4 ABBA Temple Subdivision 2022059803
2023 S/D Bal less Pt comb with 002.003 per 2022059803

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by Eminence Promotions, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 10 day of MAY 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Brian DORGAN		10/01/2024

Notary Stamp

BRIAN DORGAN
NOTARY PUBLIC
My Commission Expires
10-01-2024
ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
Dr. Rodney L Davis Sr.	James E Milk III
Owner of Property (Signature)	Applicant Name (Signature)
Street Address: 7701 Hitt Rd	
City, State, Zip: Mobile AL 36695	
Date Agreement Signed: 05/10/2024	Date Agreement Signed: 5/10/24

Revision Date 10.23.2023

My Place

Information for address:
7701 HITT RD

- **Parcel Information:**

Key / ID:
03733302 / R022809303000002.002
Owner:
Abba Temple Ancient Arabic
7701 Hitt Rd

Mobile, Al 36695

Subdivision:
Resub of Lots 3 & 4 Abba Temple Subdivison

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
6

- **Township/Range/Section:**
4s2w30

- **Tract Census 2010:**
006405

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1741121.779
Y: 243315.692

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Fire District:**
Fire Station 26 Public Safety Complex

- **Garbage Pickup Day:**
Friday-West - Wastepro - Route Wp4

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 45a

- **Trash Pickup Day/ Unit:**
Friday North - biweekly / Td-md1

- **Community Action Group:**
N/A

Political:

- **City Council District:**
6 - Josh Woods

- **County Commissioner District:** 3

- **State House District:** 100

- **State Senate District:** 34

School:

- **Elementary School District:**
Orourke

- **High School District:**
Davidson

- **Middle School District:**
Causey

- **School Board District:** 5

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

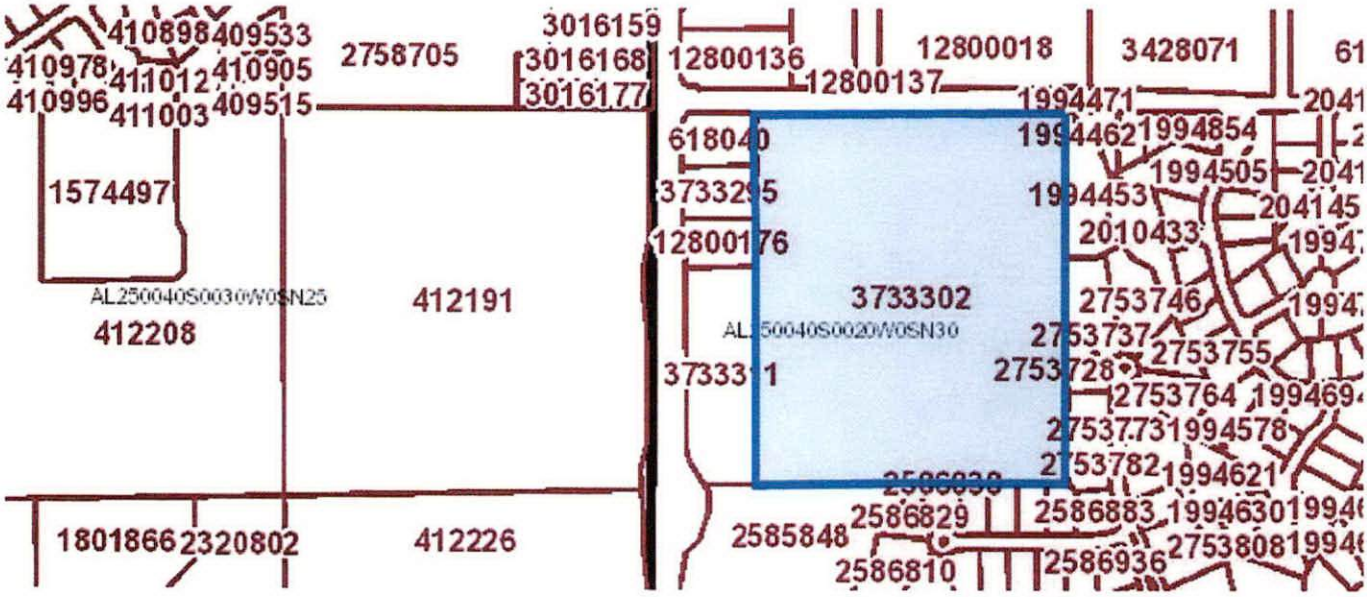
TextMyGov

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Mobile County Property Search

Key Number: 3733302 For Year 2023

Map



Property Details

Account

Key Number:	3733302
Legal Description:	LOT 1 RESUB OF LOTS 3 & 4 ABBA TEMPLE SUBDIVISON 2022059803
Parcel Number:	2809303000002002
Type:	Real
Property Class:	2

Location

Address:	HITT RD. CO

Owner

Name:	ABBA TEMPLE ANCIENT ARABIC
Mailing Address:	7701 HITT RD MOBILE , AL 36695
Exemptions:	OTH - OTHER EXEMPTION. COMPLETELY EXEMPT For privacy reasons not all exemptions are shown online.

Property Values

ABBA SHRINE CENTER
2024 EVENT SPACE RENTAL AGREEMENT

7701 Hitt Road ◆ Mobile, Alabama 36695

251.633.5561 ◆ 251.633.5515 – fax

www.abbashriners.com ◆ theabbashriners@gmail.com

THIS AGREEMENT (the "Agreement"), made as of this 29 day of January, 2024, is by and between the Abba Shrine Center ("Owner"), whose business address is 7701 Hitt Road, Mobile, Alabama 36695, and Eminence Promotions LLC (the "Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use Owner's space for: Southeastern Combat Championships (the "Event"). See Schedule A for additional access times.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Space Rental.** Owner hereby grants to Renter a limited and revocable license (the "License") to use the following space: Abba Shrine Center located at 7701 Hitt Road, Mobile, Alabama (the "Space"). The License permits Renter to use the Space only on the Event Date(s), during the hours specified below, and only for the purposes set forth in this Agreement. Access for setup or decoration must be coordinated through the Administrative Office of the Abba Shrine Center. **THIS AGREEMENT DOES NOT INCLUDE THE KITCHEN FACILITIES, DINING ROOM, PATIO OR MEETING ROOMS.**
2. **Event Date.** The Event shall be held on Saturday, June 1,2024 between the hours of 8:00am-1:00am on Sunday, June 2,2024, and one (1) additional hour for breakdown (<plus 1 hr to end time>). Renter shall not have access to the Space at any time other than during these hours on the Event Date, unless Renter receives prior written permission from the Owner or as outlined on Schedule A.
3. **Fees.** Renter shall pay to the Owner a fee of Four Thousand Five Hundred Dollars ($4,000.00) (the "Rental Fee") for the use of the Space. Included in the total Rental Fee shall be a deposit of Two Thousand Dollars ($2,000.00) (the "Deposit"), which must be paid to Owner upon execution of this Agreement, and this Agreement, along with said Deposit, must be executed and returned to the Abba Shrine Center within 30 days of initial contact, or otherwise considered "not interested". Owner shall have no obligations under this Agreement until the Deposit is paid in full. The remainder of the total Rental Fee Two Thousand Dollars ($2,000.00) is due in full by Saturday, June 1,2024(the "Payment Due Date). If Rental fails to pay the full Rental Fee by the Payment Due Date, the Owner shall have the right to revoke the License and keep the full amount of the Deposit.

3a. **Set-up/Clean-up Fee.** In addition to the Rental Deposit, the Renter shall pay to the Owner a set-up/clean up fee of Eight Hundred dollars ($800.00) by separate form of payment, Set-up/ Clean-up Fee is due Saturday, June 1,2024.

4. **Security:** If alcoholic beverages will be sold or served, an additional fee to be paid by the Renter, to the Owner for uniformed officers with arresting authority as security during the event. Owner will hire Officers as follows: A minimum of two Officers at an hourly rate of $40/hour, per officer, based on the length of the event, number of attendees and 30 minutes prior to event and 30 minutes after event.

Example:4 hour event +1 hour (30 mins. before / 30 mins. after) x 2 = 10 hours x $40, for a total amount of $4000.00, for the first 400 attendees. Two officers will be for each additional 200 attendees added.

Renter to advise of expected number of attendees by ≤Friday, 5/10/2024

≥. Owner will follow up with an invoice to Renter which is due 24 hours prior to event day. 5. **Cancellations.** If Renter cancels the reservation for the Event within 21 days of the Event Date, Owner shall refund to Renter the Rental Fee, but Owner shall be entitled in this case to retain the Deposit. If Renter cancels the reservation for the Event within seven (7) days of the Event, Owner shall be entitled to retain the entire Rental Fee, including the Deposit.

6. **Condition of Premises.** The Space shall be provided as-is, and the Owner makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. Renter shall not use, or permit to be used, nails, hooks, tacks or screws in any part of said Space, nor make or allow to be made any kind of alterations therein. In the event that Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

7. **Additional Services.** Owner shall provide to Renter the services set forth in Schedule A (the "Additional Services' ') and vice-versa, in connection with the rental of the Space under this Agreement. 8. **Right of Entry.** Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space. 9. **Indemnification.** Renter hereby indemnifies and holds harmless Owner, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's used of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury, and willing to complete an Incident Report provided by Owner. Renter shall further provide proof of a "hold harmless" policy of insurance with the Shriners International, Abba Shrine Center and Shriners Hospitals for Children® as additional insured in the amount of $1,000,000.00 for this event. A Certificate or copy of said policy is sufficient and must be provided 30 days prior to the Event or, otherwise, this agreement shall be void. Certificate of Insurance may be emailed directly from the insurance company to: theabbashriners@gmail.com.

10. **Permitted Use.** Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Owner gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Owner's

JM

property void, or which may result in increased insurance premiums for Owner with respect to the Space or any other of Owner's property, including, but not limited to: the sale or otherwise furnishing of alcoholic beverages.

11. **Prohibited Use.** The use of tobacco or e-cigarettes in the Event Space is prohibited. No Smoking. No Vaping indoors. Designated areas are posted outdoors. The use of marijuana on the Abba Shrine Center premises is prohibited, and will be strictly enforced. All weapons, including concealed firearms with permit, are prohibited on the premises. No glass beer bottles permitted on the premises indoors or outdoors.
12. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 9 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Owner, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorney's fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.
13. **Force Majeure.** In the event that Owner is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to the Owner, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Owner cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Owner shall refund to Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall Owner be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section 11.
14. **Revocation.** Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notices of revocation. In the event that Owner revokes the License prior to the Event for reasons other than non-payment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.
15. **Assignment.** Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party's assets, or is pursuant to a sale of a Party's business, then no consent shall be required. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party's assets or pursuant to a sale of the business, then written notice must be given of such transfer within ten (10) days of such assignment or transfer.
16. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Alabama, without regard to conflicts of law principles.
17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
18. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is

RW

JM

deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

19. **Notice**. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Renter:
Eminence Promotions,LLC

James E Mills, IV

P.O. Box 851791

Mobile, AL 36685

eminencepros@gmail.com

If to Owner:
Abba Shrine Center

Attn: Administrative Office

7701 Hitt Road

Mobile, AL 36695

251.633.5561

theabbashriners@gmail.com

20. **Headings**. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
21. **Entire Agreement**. This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of the Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

jm

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

RENTER: Eminence Promotions, LLC

James E Mills,IV

OWNER: Abba Shrine Center

Rodney L Davis, Sr. (Potentate Authorized Representative Owner)

RLD

JM

Schedule A
<Southeastern Combat Championships>

1. Set-up and breakdown of tables, chairs and bar. Renter to provide layout of such by <Thurs.>, <5/9/2024>.
2. A minimum of two (2) Abba Shrine Center Provost Guard to be onsite as contact and safety personnel for the facility and its contents for the first 400 attendees. An additional Provost Guard will be added as the event increases by 200 attendees above the initial 400. **<This depends on the size of the event>**
3. Two facility support staff *(male & female)* to be onsite during events for trash removal, restroom attendants and general clean-up.

RENTER RESPONSIBLE FOR THE FOLLOWING ITEM(s):

1. **NO GLASS BEER BOTTLES.** Glass beer bottles are prohibited on the Abba Shrine property (inside and outside). It is the responsibility of the **RENTER** to advise its attendees of this policy. Policy will be strictly enforced by the Abba Shrine Provost Guard and law enforcement officers on duty.
2. Tobacco use or e-cigarettes is prohibited in the Event Space *(see Section 10 of Rental Agreement)*. The use of marijuana is prohibited on the premises of the Abba Shrine Center. All weapons, including concealed firearms with a permit, are prohibited on the Abba Shrine Center premises except for law enforcement. It is the responsibility of the **RENTER** to advise its attendees of this policy. Policy will be strictly enforced by law enforcement officers on duty during the event, the Abba Shrine Provost Guard and Abba Shrine Board of Directors.
3. No food to be cooked inside of the building. Only set-up for serving indoors.
4. Caterers will be allowed to obtain hot water from the kitchen for filling chafing dishes, under the direction of the Abba Shrine Provost Guard.
5. If chair(s)/table(s)/curtain(s) are destroyed before, during or after the event, an additional charge of $50.00 per chair, $100.00 per table, $125.00 per curtain panel will be imposed as replacement costs.
6. The use of extra rooms will be cost at $200.00 per room used.
7. Bags of ice $1.00 per bag

ADDITIONAL ACCESS TIMES

1. Facility will be available for set-up during regular business hours on Friday, May 31,2024, 8:30am – 4pm.

2. Access to building <Saturday> morning at 8:00 am, <6/1/2024>.
3. Building will be vacated by 1:00 am Sunday morning, <6/2/2024>.

ADDITIONAL SERVICES AVAILABLE

1. RV Parking – 30/50 amp hookups with water - $25.00 per night. Advance reservations required.

JM

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

EMINENCE PROMOTIONS LLC

Trade Name (DBA)

SOUTHEASTERN COMBAT CHAMPIONSHIPS

Location Address

7701 HITT ROAD

Application Number

2024 - 5640

Notice Post Date @ Location

05/13/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 21, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other

License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☒ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Eminence Promotions, LLC	Southeastern Combat Championships

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
7701 Hill Rd	Mobile	AL	36608

Business Contact Person Information

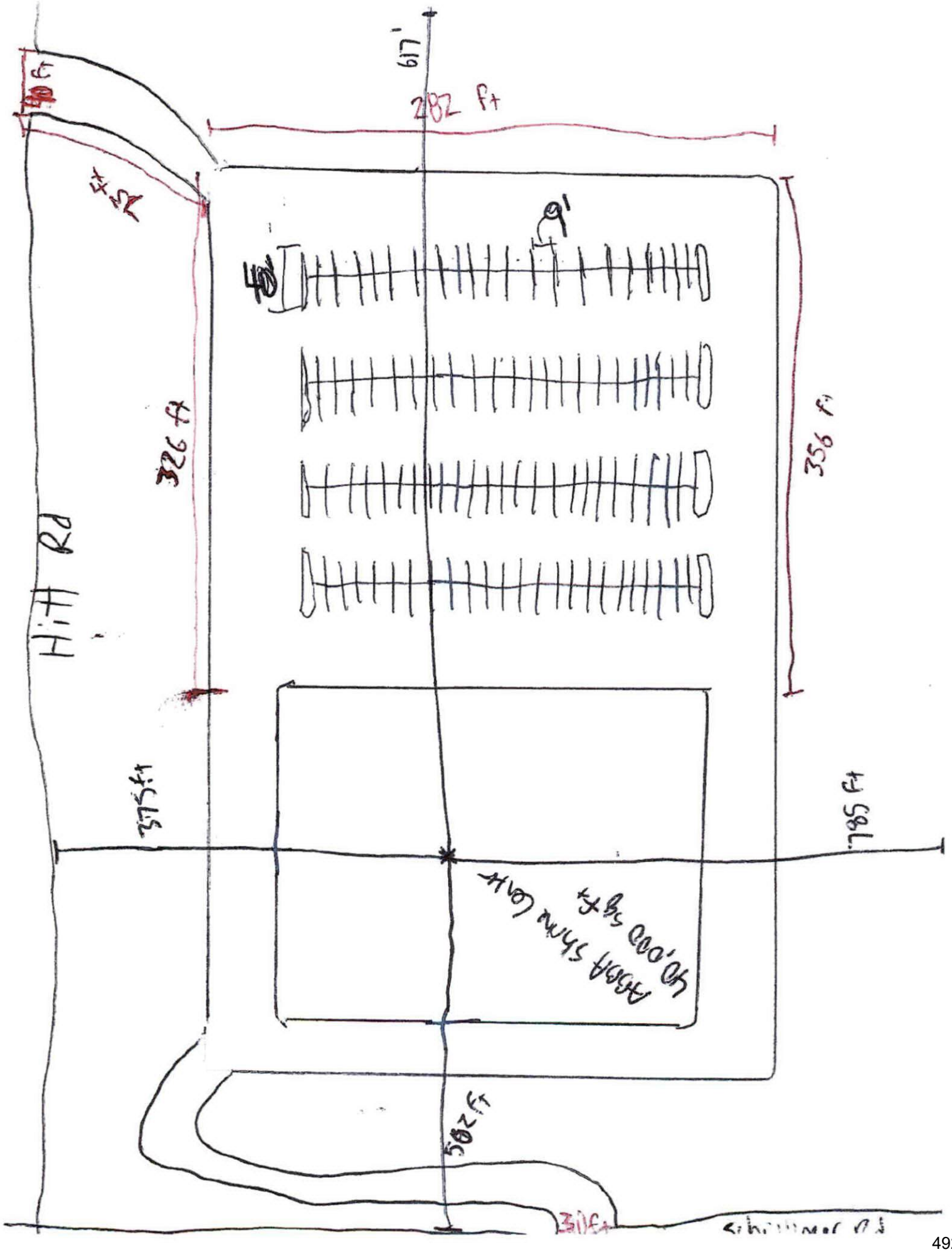
Name	Title	Phone	Email
James Mills	owner		eminencepro@gmail.com

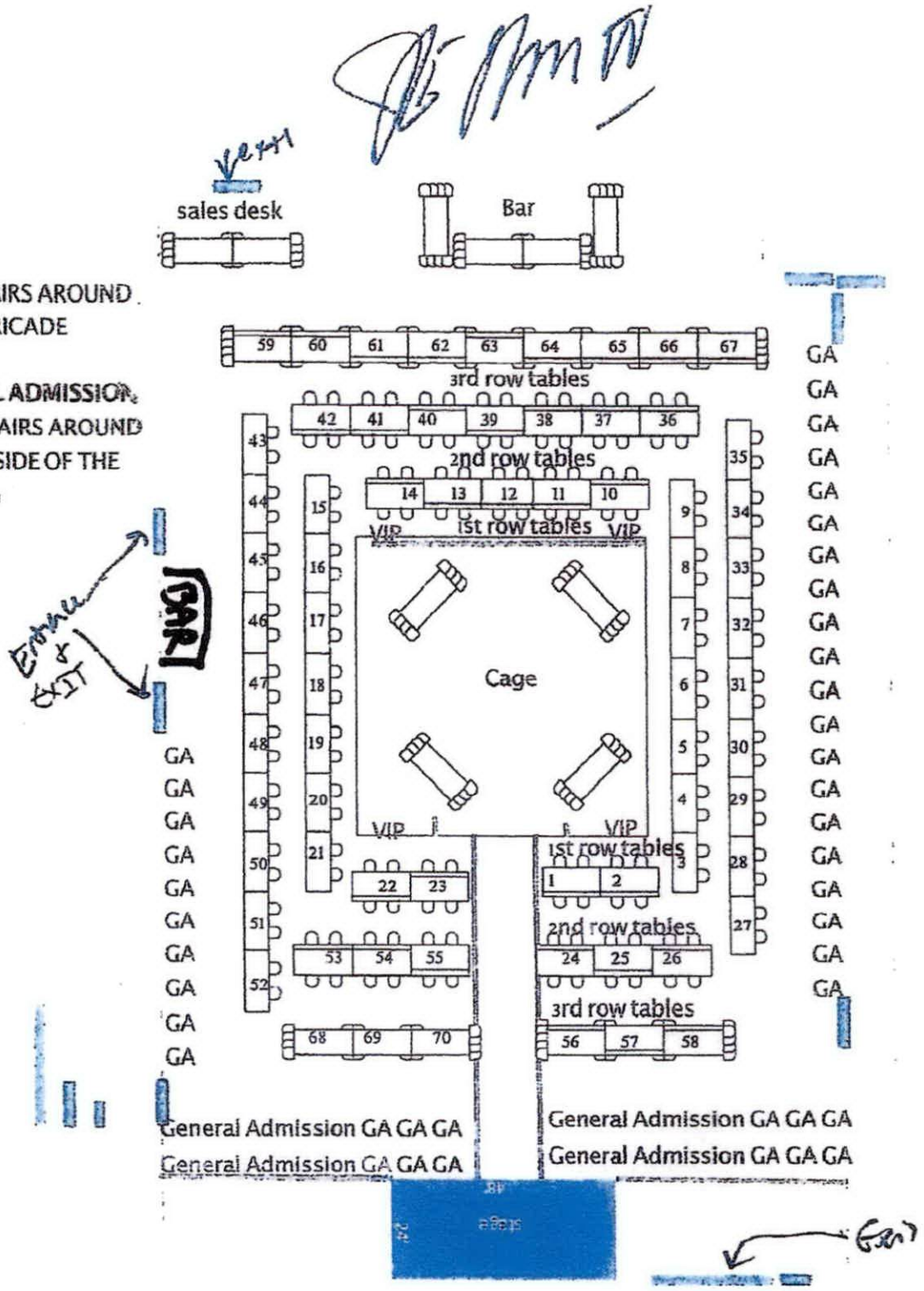
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
40000					

Comments

Print Name	Signature	Date


617'
282 ft
9'
40'
326 ft
356 ft
Hill Rd
375 ft
785 ft
502 ft
315 ft



SouthEastern Combat Championships (MMA)
ABBA Shrine 7701 Hitt Rd
Mobile, AL 36695

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:
Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:
Councilmember William Carroll - District 2

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

Amount of Contract:
N/A

Effective Date of Contract:
5/21/2024

Funding Source

Project # 601 Titi Street - ME-096-23 **Discretionary Funds** N/A
Project String N/A **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 601 Titi Street	Cover Memo	5/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/15/2024 - 10:27 AM
City Clerk	Gauthier, Lana	Approved	5/15/2024 - 4:35 PM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **601 TITI STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 8 and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **601 TITI STREET** described as:

LOTS 8 & 9 BLK 23 FISHER TRACT KNOWN AS TISDALE DBK 75/260
#SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 217

Last Assessed to: LEWIS FELECIA BURRELL

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 14, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 21, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **601 TITI STREET.** OWNED BY OR MAY HAVE AN INTEREST: **LEWIS FELECIA BURRELL** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 003 217
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

601 TITI ST

Property Details

PARCEL KEYX	00724933	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	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
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	73	SCORE DESCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10.18.23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2024

Property Address: 601 Titi Street **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAY 14 2024

MAY 14 2024

MAY 14 2024

MAY 14 2024

MAY 14 2024

MAY 1

MAR 26 2024

MAR 26 2024

MAY 10 2024

MAY 14 2024

NO
TRESPASSING
MAY 14 2024

Affidavit of Mailed Notice

May 14, 2024

State of Alabama
County of Mobile

Subject Property – 601 Titi Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Felecia Burrell Lewis
601 Titi Street
Mobile, AL 36603-5547

April 1, 2024

RE: **601 Titi Street**
Project Number: ME-096-23

Dear Felecia Burrell Lewis:

On March 26, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 601 Titi Street.

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

LOTS 8 & 9 BLK 23 FISHER TRACT KNOWN AS TISDALE DBK 75/260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 217

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 16, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 16, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 16, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 16, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 21, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **601 Titi Street** Date: January 4, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2023

Per the Title Report, the owner is: Felecia Burrell Lewis

Note: I included the previous owner GBT, LLC due to quit claim deed 2023013276

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Felecia Burrell Lewis 601 Titi St Mobile AL 36603-5547	Revenue Commission Location/Subject address LexisNexis Main Address good 10/2000 – 11/2023 Phone numbers 251-605-2060, 251-694-0164, and 251-458-9955
2	Felecia Burrell Lewis 466 Ballantrae Rd Pelham AL 35124-6249	LexisNexis address good 5/2023
3	Felecia Burrell Lewis 6502 Barker Dr N Mobile AL 36608-4170	LexisNexis address good 3/2022
4	GBT, LLC c/o Bill Thames 60 ST Francis St Mobile AL 36602	Previous owner per quitclaim deed 2023013276 Paid taxes from 2012-2023 Phone number 251-433-3961 Bill Thames paid taxes 2017-2022
5	GBT, LLC c/o Bill Thames PO Box 1927 Mobile AL 36633-1927	Address from Revenue Commission Sales History good 2012-2022 Bill Thames paid taxes 2017-2022
6	Bill Thames 600 Chelsea Dr E Mobile AL 36608-1506	Bill Thames paid taxes 2017-2022 LexisNexis address good 11/1992-1/2024 Phone number 251-344-7032

TAX STATUS: 2023 TAXES DELINQUENT – PENALTY AND INTEREST ACCRUING AND TAX LIEN SALE HELD IN MAY 2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens: City of Mobile vs GBT LLC c/o Felica Burrell Lewis filed on October 20, 2023, recorded on 11/14/2023, instrument number 2023067166

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/21/2024

Funding Source

Project # 550 Williams Street - ME-131-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 550 Williams Street	Cover Memo	5/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/15/2024 - 10:29 AM
City Clerk	Gauthier, Lana	Approved	5/15/2024 - 4:37 PM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **550 WILLIAMS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 7, 8 and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **550 WILLIAMS STREET** described as:

BEG AT NE COR LOT 41 BLK 25 BON AIR ESTS DKB 156/374 RUN TH S ALG W/L WILLIAMS ST 51 FT TO CONC MONU PT PT BEING 1 FT S OF SE COR OF LOT 41 TH WITH DEFL ANG TO RT 90 DEG 28 MIN 50 SEC RUN WLY & ALG BDRY/L BET LOTS 41-42 AS ESTAB BY CT DECREE 3-1-67 CIRCUIT CT CASE #35292 C DIS 150 FT M/L TO PT ON W/L LOT 41 PT BEING 1 FT N OF NW COR OF LOT 42 TH N & ALG W/L LOT 41 DIS 49 FT TO NW COR LOT 41 TH E ALG N/L LOT 41 DIS 150 FT TO POB BEING ALL THAT PT OF LOTS 41-42 BLK 25 BON AIR ESTS LYING N OF BDRY/L BET LOTS 41-42 AS ESTAB BY DECREE OF CIRCUIT CT 67/03/01 CASE # 35292-C SHOWN ON SURVEY BY BEDSOLE SURVEYING CO #SEC 28 T4S R1W #MP29 10 28 2 002

Parcel Number: 29 10 28 2 002 072

Last Assessed to: GRIFFIN DAN E

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 14, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 21, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **550 WILLIAMS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **GRIFFIN DAN E** 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 2 002 072
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

550 WILLIAMS ST

Property Details

PARCEL KEYX	00923914	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	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	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	65	SCORE DESCRIPTION	Demo

Notes

occupied

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-6-23

Voted 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2024

Property Address: 550 Williams Street **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAY 14 2024

MAY 14 2024

MAY 14 2024

SIERRA
GMC
ALABAMA
YDB188
MAY 14 2024

MAY 14 2024

MAY 14 2024

Affidavit of Mailed Notice

May 14, 2024

State of Alabama
County of Mobile

Subject Property – 550 Williams Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Dan E. Griffin
550 Williams Street
Mobile, AL 36606-1544

April 1, 2024

RE: **550 Williams Street**
Project Number: ME-155-23

Dear Dan E. Griffin:

On March 26, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 550 Williams Street.

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

BEG AT NE COR LOT 41 BLK 25 BON AIR ESTS DKB 156/374 RUN TH S ALG W/L WILLIAMS ST 51 FT TO CONC MONU PT PT BEING 1 FT S OF SE COR OF LOT 41 TH WITH DEFL ANG TO RT 90 DEG 28 MIN 50 SEC RUN WLY & ALG BDRY/L BET LOTS 41-42 AS ESTAB BY CT DECREE 3-1-67 CIRCUIT CT CASE #35292 C DIS 150 FT M/L TO PT ON W/L LOT 41 PT BEING 1 FT N OF NW COR OF LOT 42 TH N & ALG W/L LOT 41 DIS 49 FT TO NW COR LOT 41 TH E ALG N/L LOT 41 DIS 150 FT TO POB BEING ALL THAT PT OF LOTS 41-42 BLK 25 BON AIR ESTS LYING N OF BDRY/L BET LOTS 41-42 AS ESTAB BY DECREE OF CIRCUIT CT 67/03/01 CASE # 35292-C SHOWN ON SURVEY BY BEDSOLE SURVEYING CO #SEC 28 T4S R1W #MP29 10 28 2 002

Parcel Number: 29 10 28 2 002 072

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 16, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 16, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 16, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 16, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 21, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 550 Williams Street Date: February 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 18, 2023

Per the Title Report, the owner is: Dan E. Griffin

Notes: The Revenue Commission corrected the ownership to Dan E. Griffin. They never update the ownership with deed 1773-253. See attached email from Jessica Davis with the Revenue Commission about the ownership correction. I was unable to locate relatives or associates of James Vivian McCleery which was listed as owner erroneously by the Revenue Commission (see email). Genealogy was unable to locate an obituary for James Vivian McCleery(see email). I was able to locate half sibling Robert G McCleery DOD 2/23/1959, a sister Katie McCleery DOD 6/1985, but no children were listed in obituaries.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Dan E. Griffin 550 Williams St Mobile AL 36606-1544	Owner – Revenue Commission location/subject address - LexisNexis address good 12/2022 Phone number 251-342-7013 good 1/2024
2	Dan E. Griffin 400 Ridgecrest Ct Mobile AL 36609-2432	LexisNexis address good 1/2024
3	Dan E. Griffin 520 Williams St Mobile AL 36606-1544	LexisNexis address good 11/2023

Relative or Associate of Dan E. Griffin

4	Marsha Moore Whigham 7163 Kali Oka Rd Unit 1 Sarland AL 36571-9336	Possible relative/associate of Dan E. Griffin LexisNexis address good 12/2023 Phone number 251-490-1962

5 Marsha Moore Whigham
181 Elvira Ave
Satsuma AL 36572-2636

LexisNexis address good 1/2023

6 Marsha Moore Whigham
1321 Alvarez Dr
Saraland AL 36571-9251

LexisNexis address good 5/2021

TAX STATUS: 2023 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs James V McCleery, filed 11/8/2023, recorded 11/14/2023, instrument number 2023067178

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/21/2024

Funding Source

Project # 2859 Ralston Road - ME-138-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2859 Ralston Road	Cover Memo	5/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	5/15/2024 - 10:31 AM
City Clerk	Gauthier, Lana	Approved	5/15/2024 - 4:40 PM

RESOLUTION

Sponsored by: Joel Daves – District 5

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 **2859 RALSTON 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. 3, 4, 5, 6, 7 and 8;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2859 RALSTON ROAD** described as:

LOT 14 BLK D RESUB OF WESTLAWN MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 003

Parcel Number: 29 08 19 4 003 027

Last Assessed to: TEWS ASHLEY CASTLE

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 14, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 21, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2859 RALSTON ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **TEWS ASHLEY CASTLE** 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 08 19 4 003 027
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2859 RALSTON ROAD

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	11/07/2023	Comments	

Property Score			
Score	77	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-14-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2024

Property Address: 2859 Ralston Road **District No:** 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAY 14 2024

MAY 14 2024

MAY 14 2024

A
MAY 14 2021

Affidavit of Mailed Notice

May 14, 2024

State of Alabama
County of Mobile

Subject Property – 2859 Ralston Road.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Ashley Castle Tews
2859 Ralston Road
Mobile, AL 36606-2355

April 1, 2024

RE: **2859 Ralston Road**
Project Number: ME-138-23

Dear Ashley Castle Tews:

On March 26, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2859 Ralston Road.

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

LOT 14 BLK D RESUB OF WESTLAWN MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 003

Parcel Number: 29 08 19 4 003 027

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **May 16, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 16, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 16, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 16, 2024,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on May 21, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **2859 Ralston Road** Date: December 28, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 26, 2023

Per the Title Report, the owner is: Ashley Castle Tews

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Ashley Castle Tews 2859 Ralston Rd Mobile AL 36606-2355	Owner – Revenue Commission Website location/subject property LexisNexis address good 2022 Phone numbers 251-209-4117, 251-508-0408 and 251-508-1294
2	Ashley Castle Tews 28191 Rigsby Rd Daphne AL 36526-6698	Revenue Commission mailing address good 2016-2024 Lexis Nexis address good 10/2023
3	Ashley Castle Tews 28597 Cascades Ct Daphne AL 36526-8065	Revenue Commission mailing address good 2002-2015 LexisNexis address good 2022
4	Ashley Castle Tews 3751 Cottage Hill Rd Ste A Mobile AL 36609-6556	LexisNexis address good 8/2022
5	Ashley Castle Tews 161 Dykes Rd S Mobile AL 36608-8441	LexisNexis address good 2022
6	Ashley Castle Tews 75 Fairview St E Mobile AL 36608-4522	LexisNexis address good 2022

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:48 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1324 Jessie Street**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1324 Jessie Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1324 Jessie Street** to be **$2,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,800.00** shall constitute a special assessment against the property at structure **1324 Jessie Street** and being that property more particularly described 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 No.: **29 02 44 0 013 143**

Owner: **DOUGLAS ZAD & IDA BELL**
5205 FERNDALE AVE
MOBILE AL 36618-2334

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1324 Jessie Street**, for the proposed amount of **$$2,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 8, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-202-22	**1324 Jessie Street**

Dear Ms. Lambert:

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

Legal Description: LOT 17 BLK 4 MECHEM & SAGES OF LARGUE PL 2ND S/D DBK 121/511 #SEC 44 T4S R1W #MP29 02 44 0 013

Parcel Number: 29 02 44 0 013 143
Amount: ~~**$ 2,600.00**~~ $2,800.00
Assessed: **DOUGLAS ZAD & IDA BELL**
5205 FERNDALE AVE
MOBILE AL 36618-2334

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

Sincerely yours,

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

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:52 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **609 S. Wilson Avenue**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **609 S. Wilson Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **609 S. Wilson Avenue** to be **$10,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$10,000.00** shall constitute a special assessment against the property at structure **609 S. Wilson Avenue** and being that property more particularly described as follows:

PARCEL A- ALL THAT PT OF LOTS 17 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 499 & MORE PARTIC DESC AS FOLLS BEG AT NE COR OF LOT 17 RUN SLY ALG E/L OF LOTS 17 & 16 DIS OF 75 FT TO PT TH WITH ENCL ANG OF 90 DEG RUN WLY PAR WITH N/L OF LOT 17 DIS OF 204.20 FT TO PT TH WITH ENCL ANG OF 98 DEG 57 MIN RUN NLY 75.92 FT TO PT ON N/L OF LOT 17 TH WITH ENCL ANG OF 81 DEG 03 MIN RUN ELY ALG N/L OF LOT 17 DIS OF 216 FT TO POB PARCEL B- ALL THAT PT OF LOTS 15 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 449 & MORE

Parcel No.: **29-02-44-0-015-404.xxx**

Owner: **CAMPBELL LAGRETTA**
1714 S ATMORE AVE
MOBILE AL 36612-1713

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **609 S. Wilson Avenue**, for the proposed amount of **$10,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

April 16, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-058-23	**609 S Wilson Avenue**

Dear Ms. Lambert:

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

Legal Description: PARCEL A- ALL THAT PT OF LOTS 17 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 499 & MORE PARTIC DESC AS FOLLS BEG AT NE COR OF LOT 17 RUN SLY ALG E/L OF LOTS 17 & 16 DIS OF 75 FT TO PT TH WITH ENCL ANG OF 90 DEG RUN WLY PAR WITH N/L OF LOT 17 DIS OF 204.20 FT TO PT TH WITH ENCL ANG OF 98 DEG 57 MIN RUN NLY 75.92 FT TO PT ON N/L OF LOT 17 TH WITH ENCL ANG OF 81 DEG 03 MIN RUN ELY ALG N/L OF LOT 17 DIS OF 216 FT TO POB PARCEL B- ALL THAT PT OF LOTS 15 & 16 BLK 1 WILSONS 3RD ADD DBK 102 NS P 449 & MORE PARTIC DESC AS FOLLS BEG AT SE COR OF LOT 15 RUN NLY ALG E/L OF LOTS 15 & 16 DIS OF 75 FT TO PT AT SE COR OF PARCEL A HEREINABOVE DESC TH WITH ENCL ANG OF 90 DEG RUN WLY ALG S/L OF PARCEL A HEREINABOVE DESC DIS OF 204.20 FT TO PT TH WITH ENCL ANG OF 81 DEG 03 MIN RUN SLY ALG LINE OF FENCE DIS OF 75.92 FT TO PT TH WITH ENCL ANG OF 98 DEG 57 MIN RUN ELY ALG S/L OF LOT 15 DIS OF 192.40 FT TO POB ALL LAND #SEC 44 T4S R1W #MP29 02 44 0 015

Parcel Number: **29 02 44 0 015 404.XXX**
Amount: ~~**$ 9,800.00**~~ $10,000.00
Assessed: CAMPBELL LAGRETTA
1715 S ATMORE AVE
MOBILE AL 36612-1713

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

Sincerely yours,

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

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 3:54 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1163 Ghent Street**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1163 Ghent Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1163 Ghent Street** to be **$2,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,200.00** shall constitute a special assessment against the property at structure **1163 Ghent Street** and being that property more particularly described 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 No.: **29 10 28 4 003 008.xxx**

Owner: **HOBDY DARLENE, BERTRAND DENNIS & ANTHONY DENNIS**
1163 GHENT ST
MOBILE AL 36605-4864

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1163 Ghent Street**, for the proposed amount of **$2,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

April 16, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-172-22	**1163 Ghent Street**

Dear Ms. Lambert:

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

Legal Description: 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.XXX**
Amount: ~~**$ 2,000.00**~~ $2,200.00
Assessed: HOBDY DARLENE, BERTRAND DENNIS & ANTHONY DENNIS
1163 GHENT ST
MOBILE AL 36605-4864

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

Sincerely yours,

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

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:03 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1555 Plover Street**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1555 Plover Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1555 Plover Street** to be **$3,800.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,800.00** shall constitute a special assessment against the property at structure **1555 Plover Street** and being that property more particularly described as follows:

LOT 40 COLGIN ADD TO OAKDAL E DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel No.: **29 10 28 4 005 061.xxx**

Owner: **MIXON EDWARD & JESSIE MAE**
111 S CATHERINE ST
APT 1A
MOBILE AL 36604-1701

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1555 Plover Street**, for the proposed amount of **$3,800.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 12, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-054-23	**1555 Plover Street**

Dear Ms. Lambert:

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

Legal Description: LOT 40 COLGIN ADD TO OAKDAL E DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel Number: **29 10 28 4 005 061.XXX**
Amount: ~~**$ 3,600.00**~~ $3,800.00
Assessed: MIXON EDWARD & JESSIE MAE
111 S CATHERINE ST APT 1A
MOBILE AL 36604-1701

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

Sincerely yours,

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

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:08 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **515 Yukers Street**

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **515 Yukers Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **515 Yukers Street** to be **$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,700.00** shall constitute a special assessment against the property at structure **515 Yukers Street** and being that property more particularly described as follows:

LOT 8 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel No.: **29 02 44 0 022 379.004**

Owner: **STEPHENS GEORGE E & JOYCE S**
1733 HIGHLANDS VW SE
SMYRNA GA 30082

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **515 Yukers Street**, for the proposed amount of **$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 12, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-017-23	**515 Yukers Street**

Dear Ms. Lambert:

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

Legal Description: LOT 8 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022

Parcel Number: **29 02 44 0 022 379.004**
Amount: ~~**$ 2,500.00**~~ $2,700.00
Assessed: STEPHENS GEORGE E & JOYCE S
1733 HIGHLANDS VW SE
SMYRNA GA 30082.

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

Sincerely yours,

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

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/16/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/16/2024 - 4:52 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1567 Robert E. Lee Street**

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1567 Robert E. Lee Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1567 Robert E. Lee Street** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,200.00** shall constitute a special assessment against the property at structure **1567 Robert E. Lee Street** and being that property more particularly described as follows:

LOT 9 SQ 6 OLINGER & STEIN SUB OF PART OF SQ 5 MANDERVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel No.: **29 11 36 0 004 177.xxx**

Owner: **LEWIS FREDIA MAE ELDRIDGE**
C/O RONALD LEWIS
BIRMINGHAM AL 35261-0745

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1567 Robert E. Lee Street**, for the proposed amount of **$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

April 12, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-209-22	**1567 Robert E. Lee Street**

Dear Ms. Lambert:

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

Legal Description: LOT 9 SQ 6 OLINGER & STEIN SUB OF PART OF SQ 5 MANDERVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number: **29 11 36 0 004 177.XXX**
Amount: ~~**$ 3,000.00**~~ $3,200.00
Assessed: LEWIS FREDIA MAE ELDRIDGE C/O RONALD LEWIS
PO BOX 610745
BIRMINGHAM AL 35261-0745

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

Sincerely yours,

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

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:13 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1575 Robert E. Lee Street**

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1575 Robert E. Lee Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1575 Robert E. Lee Street** to be **$2,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,700.00** shall constitute a special assessment against the property at structure **1575 Robert E. Lee Street** and being that property more particularly described as follows:

PPTY AT 1575 ROBERT E LEE STREET DESC AS FOLL LOT 13 BLK 6 OLLINGER & STEIN SUB OF PT OF SQ 5 MANDEVILLE TRT DBK 128 NS PG 101 LOT IS 40 X 150 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel No.: **29 11 36 0 004 173.XXX**

Owner: **AUGUSTA EDDIE**
30941 MILL LN
STE G PMB 106
SPANISH FORT AL 36527-5457

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1575 Robert E. Lee Street**, for the proposed amount of **$2,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

April 12, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-208-22	**1575 Robert E. Lee Street**

Dear Ms. Lambert:

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

Legal Description: PPTY AT 1575 ROBERT E LEE STREET DESC AS FOLL LOT 13 BLK 6 OLLINGER & STEIN SUB OF PT OF SQ 5 MANDEVILLE TRT DBK 128 NS PG 101 LOT IS 40 X 150 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number: **29 11 36 0 004 173.XXX**
Amount: ~~**$ 2,500.00**~~ $2,700.00
Assessed: AUGUSTA EDDIE
30941 MILL LN STE G PMB 106
SPANISH Fort, AL 36527-5457

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

Sincerely yours,

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

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:15 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1353 Windsor Avenue**

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1353 Windsor Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1353 Windsor Avenue** to be **$2,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,000.00** shall constitute a special assessment against the property at structure **1353 Windsor Avenue** and being that property more particularly described as follows:

LOT 10 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 T5S R1W #MP32 02 37 0 001

Parcel No.: **32 02 37 0 001 115.xxx**

Owner: **SALTER JAZZMINE ROSHENE**
3380 SHADY ACRES DR E
MOBILE AL 36618-4206

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1353 Windsor Avenue**, for the proposed amount of **$2,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

April 16, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-018-23	**1353 Windsor Avenue**

Dear Ms. Lambert:

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

Legal Description: LOT 10 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 T5S R1W #MP32 02 37 0 001

Parcel Number: **32 02 37 0 001 115.XXX**
Amount: ~~**$ 1,800.00**~~ $2.000.00
Assessed: SALTER JAZZMINE ROSHENE
3380 SHADY ACRES DR E
MOBILE AL 36618-4206

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

Sincerely yours,

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

CC: James Roberts, David Daughenbaugh, City Councilman C. J. Small, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:18 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **5450 Coca Cola Road**

Sponsored by: Councilmember Ben Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***securing*** of the structure at **5450 Coca Cola Road** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***securing*** of the structure **5450 Coca Cola Road** to be **$24,475.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$24,475.00** shall constitute a special assessment against the property at structure **5450 Coca Cola Road** and being that property more particularly described as follows:

COM AT NE COR OF NW 1/4 OF SEC 27 T5S R2W RUN TH S 00 DEG 42 MIN 19 SEC E ALG E/L OF SD NW 1/4 DIS OF 1110.75 FT TH RUN S 89 DEG 02 MIN 16 SEC W 558.42 FT TO POB TH CONT S 89 DEG 02 MIN 16 SEC W 755.24 FT TO PT ON N RWL OF COCA COLA RD SD PT BEING P C OF 164 FT RAD CUR CONC SWLY TH ALG SD N/L OF COCA COLA RD RUN SELY ALG ARC OF SD CUR 186.05 FT TO P T OF SD CUR TH CONT ALG SD N/L OF COCA COLA RD RUN S 25 DEG 57 MIN 44 SEC E 49.93 FT TO P C OF CURVE TO LT HAV CNTRL ANG OF 65 DEG 00 MIN & RAD OF 1

Parcel No.: **33 08 27 2 000 004.001**

Owner: **KNA FAMILY LLC GEORGIA LIMITED**
C/O HOTEL HOLDING LLC
2730 WASHINGTON BLVD
UNIT 6231
OGDEN UT 84402-5090

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***securing*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **5450 Coca Cola Road**, for the proposed amount of **$24,475.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

April 22, 2024

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

Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:	LOCATION:
MES-164-23	**5450 COCA COLA RD.**

Dear Ms. Lambert:

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

Legal Description: COM AT NE COR OF NW 1/4 OF SEC 27 T5S R2W RUN TH S 00 DEG 42 MIN 19 SEC E ALG E/L OF SD NW 1/4 DIS OF 1110.75 FT TH RUN S 89 DEG 02 MIN 16 SEC W 558.42 FT TO POB TH CONT S 89 DEG 02 MIN 16 SEC W 755.24 FT TO PT ON N RWL OF COCA COLA RD SD PT BEING P C OF 164 FT RAD CUR CONC SWLY TH ALG SD N/L OF COCA COLA RD RUN SELY ALG ARC OF SD CUR 186.05 FT TO P T OF SD CUR TH CONT ALG SD N/L OF COCA COLA RD RUN S 25 DEG 57 MIN 44 SEC E 49.93 FT TO P C OF CURVE TO LT HAV CNTRL ANG OF 65 DEG 00 MIN & RAD OF 104 FT TH CONT ALG SD N/L OF COCA COLA RD RUN SELY 117.98 FT TO P T OF SD CUR TH CONT ALG SD N/L OF COCA COLA RD RUN N 89 DEG 02 MIN 16 SEC E 491.34 FT TO PT TH RUN N 00 DEG 57 MIN 44 SEC W 200 FT TO POB

Parcel Number: **33 08 27 2 000 004.001**
Amount: ~~**$ 24,275.00**~~ $24,475.00
Assessed: KNA FAMILY LLC, A GEORGIA LIMITED C/O HOTEL HOLDING LLC
2730 WASHINGTON BLVD UNIT 6231
OGDEN UT 84402-5090

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

Sincerely yours,

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

CC: James Roberts, David Daughenbaugh, City Council Member, Ben Reynolds, file copy

EXTEND-A-SUITES

5450 COCO COLA ROAD, MOBILE, ALABAMA 36619
PROJECT NUMBER: MES-164-23

UNIT PRICES - QUOTES TABULATION SHEET

DATE: JANUARY 8, 2024

RE: QUOTES BASED ON SET UNIT PRICES

FRONT BUILDING BOTTOM LEVEL – CONTRACT (A-A)
Contract awarded to Southern Realty Management Group, LLC
ROOMS: (103-125) - (102-124)
26 - UNITS @ $200.00 = $5,200.00
(UNIT INCLUDES DOOR, WINDOW AND HVAC WALL VENT)
INCLUDES ELECTRICAL AND VENDING ROOM
1 OFFICE @ $250.00 and REPAIR DOOR FRAME @ $200.00 = $450.00
TOTAL WINDOWS (27) TOTAL VENTS (28) TOTAL DOORS (31)
TOTAL UNIT COST $5,650.00

FRONT BUILDING TOP LEVEL – CONTRACT (B-B)
Contract awarded to CDI Investments Enterprise, INC
ROOMS: (201-227) - (202-228)
28 - UNITS @ $200.00 = $5,600.00
(UNIT INCLUDES DOOR, WINDOW AND HVAC WALL VENT)
2 - DOORS @ $25.00 = $50.00
TOTAL WINDOWS (28) TOTAL VENTS (28) TOTAL DOORS (30)
TOTAL UNIT COST $5,650.00
ADDITIONAL UNIT PRICE TO REMOVE ALL DEBRIS AND TRASH, INCLUDING ALL FURNITURE AND CONSTRUCTION ITEMS FROM THE SITE: = $1,700.00

BACK BUILDING BOTTOM LEVEL – CONTRACT (C-C)
Contract awarded to Harold Deese dba Deese Lawn Care
ROOMS: (126-152) - (127-153)
28 – UNITS @ $200.00 = $5,600.00
(UNIT INCLUDES DOOR, WINDOW AND HVAC WALL VENT)
2 – DOORS @ $25.00 = $50.00
TOTAL WINDOWS (28) TOTAL VENTS (28) TOTAL DOORS (30)
TOTAL UNIT COST $5,650.00

BACK BUILDING TOP LEVEL – CONTRACT (D-D)
Contract awarded to Anthony Hayes dba AA&A Demolition
ROOMS: (230-256) - (229-255)
28 - UNITS @ $200.00 = $5,600.00
(UNIT INCLUDES DOOR, WINDOW AND HVAC WALL VENT)
1 – DOORS @ $25.00 = $25.00
TOTAL WINDOWS (28) TOTAL VENTS (28) TOTAL DOORS (29)
TOTAL UNIT COST $5,625.00

TOTAL FIXED COST: $24,275.00

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/15/2024 - 4:20 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **7272 14th Street**

Sponsored by: Councilmember Gina Gregory

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **7272 14th Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **7272 14th Street** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$3,200.00** shall constitute a special assessment against the property at structure **7272 14th Street** and being that property more particularly described as follows:

LOTS 25 & 26 BLK 29 MOBILE TERRACE DBK 156 NS PG 540 #SEC 18 T4S R2W #MP28 04 18 1 001

Parcel No.: **28 04 18 1 001 062.xxx**

Owner: **JORDAN SUDIE B**
6804 BAYBORO CT
MOBILE AL 36608-4203

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **May 21, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **7272 14th Street**, for the proposed amount of **$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

April 8, 2024

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

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-205-22	**7272 14TH Street**

Dear Ms. Lambert:

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

Legal Description: LOTS 25 & 26 BLK 29 MOBILE TERRACE DBK 156 NS PG 540 #SEC 18 T4S R2W #MP28 04 18 1 001

Parcel Number: 28 04 18 1 001 062.XXX
Amount: ~~**$ 3,000.00**~~ $3,200.00
Assessed: JORDAN SUDIE B
6804 BAYBORO CT
MOBILE AL 36608-4203

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

Sincerely yours,

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

CC: City Council Member Gina Gregory, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	5/16/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/16/2024 - 10:17 AM

60- 2024

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 Michael T. Allman (Emp #6747)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

Email address	smith.michael@cityofmobile.org
Name of Nominee	Todd Allman
Rank of Nominee	Driver
Assignment of Nominee	Engine 3
Date of Incident	Apr 13, 2024
Type of Award being reguested	firefighter of the month
Summary of Incident / Action	On Gravine Island with his family, Todd witnessed accident and called 911 and assisted with care throughout the incident. Todd also was the one that came up with the idea to call helicopter.
Name of Originator	Michael Smith
Rank of Originator	Captain
Assignment of Originator	Engine 3
I certify that the fact contained in the summery are both known to me and are a matter of record.	Michael Smith

This PDF is generated with the Google Forms Notification add-on.

To generate customized PDFs from Google Forms, download Document Studio (video demo).

These messages are not added in the premium version.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	5/16/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/16/2024 - 10:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: Tuesday, May 21, 2024 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

60- 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

April 2024: Officer Jonathan Kriss

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Jonathan Kriss

During the month of April, Officer Jonathan Kriss answered one hundred forty-one calls for service, thirty-two backings, had sixteen felony arrests, one hundred misdemeanor arrests, made sixty-six self-initiated stops, issued seventy-three citations, and seven FI cards. Officer Kriss has shown himself to be a valuable member of the Mobile Police Department and is a critical component of the success of decreasing crime in the First Precinct. Officer Kriss continues to strive to become an excellent law enforcement officer while serving the city of Mobile citizens. Here are just a few examples of his self-initiated work product during the month of April 2024.

On Friday, April 5, 2024, Officer Kriss was on routine patrol when he noticed a suspicious vehicle around Glenwood. At that time, he was on high alert because the First Precinct had several calls of shootings in this area. The suspicious vehicle would pull up in different street areas and cut off its lights. Officer Kriss noticed the activity and stopped the car, and the subject attempted to flee on foot. The suspect was identified and found to have a firearm and cocaine. It was determined that he was a person who was forbidden to carry a gun. The suspect was charged with Possession of a Controlled Substance (Cocaine), Certain Person Forbidden, and Resisting Arrest. The subject also had warrants for his arrest: DV Criminal Mischief and DV Violation of Protection from Abuse Order.

In April 2024, the City of Mobile Fire Department Investigators sought out a subject for setting numerous fires in the First and Third Precincts. Officer Kriss, demonstrating his swift and efficient action, obtained the warrants from the investigators and spoke with several business owners to narrow down an area where the subject was operating. On Saturday, April 13, 2024, Officer Kriss found the subject near Government and Houston Street. The suspect was arrested, transported to Metro Jail, and charged with Arson Second Degree. Investigators advised that more charges would be soon to follow.

On Tuesday, April 16, 2024, a subject entered a store and took several items. In the commission of the theft, the same subject and the partner involved in the theft advised that they had a firearm. Detective McMeans put out a Bolo for the individuals, and Officer Kriss found the first suspect quickly and was charged with Robbery First Degree and was transported to Metro Jail.

On Tuesday, April 23, 2024, Officer Kriss patrolled the Pleasant Valley and the Government area when he noticed two wanted subjects hiding in a storage unit. Both subjects were identified, and they were wanted for involvement in Organized Retail Theft, a severe crime. The suspects were arrested for felonies and transported to Metro Jail.

The month of April 2024, Officer Jonathan Kriss demonstrated high professionalism by conducting field interviews at crime scenes and attempting to locate critical evidence and witnesses that would have otherwise been lost or left at the scene. He also cleared off his calls to volunteer for calls pending service so he could be available and assist throughout the First Precinct area and back his fellow squad members. He handles himself very well with little assistance from squad members and his supervisors. When dealing with the public on calls, his calm and mature demeanor routinely results in citizens opening up to him and trusting his knowledge of the job.

His initiative, enthusiasm, and excellence in his overall performance show a proactive police style that is a tremendous asset to the City of Mobile. Now, therefore, on behalf of all the citizens, we are pleased to award this CERTIFICATE OF RECOGNITION to Officer Jonathan Kriss as OFFICER OF THE MONTH for April 2024, with our sincere thanks.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

William R. Jackson
Interim Chief of Police, Mobile Police Department

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Josh Woods

Purpose and Scope of Project:

Funds will be used to assist with the baseball team's equipment, training, practice facilities, and tournament fees.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-06/10041020-42080	**Discretionary Funds** DSC-06
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - West Side Athletic Association of Mobile, Alabama Inc.	Cover Memo	5/15/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/15/2024 - 10:04 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate **$1,500.00** to West Side Athletic Association of Mobile, Alabama Inc., from their discretionary funds*; and

WHEREAS, West Side Athletic Association of Mobile, Alabama Inc., is a non-profit corporation operating in Alabama and providing 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 West Side Athletic Association of Mobile, Alabama Inc.*, will be used to assist with the baseball team's equipment, training practice facilities, and tournament fees.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to West Side Athletic Association of Mobile, Alabama 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:5/21/2024

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/20/2024 - 3:49 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail More than 30 Days License
Submitted by:	Ovations Food Services, L P
Location:	Mobile Civic Center 401 Civic Center Drive Mobile, AL 36602

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5654	128793	2	May 28, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
OVATIONS FOOD SERVICES L P

Trade Name (DBA)
MOBILE CIVIC CENTER

Location Address
401 CIVIC CENTER DRIVE

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5654	128793	2	May 28, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

MOBILE CIVIC CENTER

Location Address

401 CIVIC CENTER DRIVE

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5654	128793	2	May 28, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

MOBILE CIVIC CENTER

Location Address

401 CIVIC CENTER DRIVE

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
JESSICA A MOREY	PARALEGAL	NO		JMOREY@AKENELAWFIRM.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 06/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5654	128793	2	May 28, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
OVATIONS FOOD SERVICES L P	MOBILE CIVIC CENTER

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LP - LIMITED PARTNERSHIP	03/23/2000	000-061-639	AL	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
23-3035417	R008372039		

Physical Address (Street Address, Suite #)	City	State	Zip Code
401 CIVIC CENTER DRIVE	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
150 ROUSE BLVD FL 3	PHILIDELPHIA	PA	19112

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	EVENT HALL	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JESSICA A MOREY	PARALEGAL	NO	( )	JMOREY@AKENELAWFIRM.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
SMG	SAVOR ... MOBILE CIVIC CENTER

ABC License Type	License Number	Any ABC Pending Actions
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	001554049	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
CITY OF MOBILE	(251) 208-7888	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
43,456	14,262	YES	YES	MULTI STORY	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
ROTHENBERG, BRIAN P	PRESIDENT	

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
GABER, KENNETH JOSEPH	VICE PRESIDENT	

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)
VELAZQUEZ, JUAN CARLOS	GENERAL MGR		

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number
				6

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?	NO
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?	NO
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?	YES

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Juan Velazquez	5/17/2024
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	POA

Sworn to and subscribed before me this 17 day of May 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

Skinner, Shawn

From: Skinner, Shawn
Sent: Thursday, May 16, 2024 5:32 PM
To: Jessica Morey
Cc: Lisa Miller
Subject: RE: CITY OF MOBILE ABC

Thank you for the verification.

Juan is scheduled to come into the office on Friday 17th at 830a to sign the ABC paperwork and pay the application fee for each location.

MOBILE
ALABAMA

SHAWN SKINNER
CUSTOMER SERVICE SUPERVISOR
REVENUE DEPARTMENT

City of Mobile
P.O. BOX 3065
MOBILE, AL 36652-3065
Office (251) 208-7865
Cellular (251) 605-0633
Facsimile (251) 208-7954
shawn.skinner@cityofmobile.org

From: Jessica Morey <jmorey@skenelawfirm.com>
Sent: Thursday, May 16, 2024 5:24 PM
To: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Cc: Lisa Miller <lmiller@skenelawfirm.com>
Subject: RE: CITY OF MOBILE ABC

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

Hi Shawn,

Please be advised that Mr. Rothenberg and Mr. Gaber are not named on any Alabama (state or local) liquor licenses.

Do not hesitate to contact me with any other questions. Thank you.

Jessica A. Morey
Paralegal
Skene Law Firm, P.C.
2614 Route 516, 2nd Floor
Old Bridge, NJ 08857

(732) 727-5030 (V)
(732) 727-5028 (F)

jmorey@skenelawfirm.com

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Sent: Thursday, May 16, 2024 5:53 PM
To: Jessica Morey <jmorey@skenelawfirm.com>
Subject: CITY OF MOBILE ABC

Jessica,
Just to verify .. Brian P Rothenberg or Kenneth J Gaber's name is not on any ABC license in any city in the State of Alabama.
If yes ... then I need the following information for each city (license) ...

Company Legal Business Name
Company DBA
Company Physical Location

Thank you

MOBILE
ALABAMA

SHAWN SKINNER
CUSTOMER SERVICE SUPERVISOR
REVENUE DEPARTMENT

City of Mobile
P.O. BOX 3065
MOBILE, AL 36652-3065
Office (251) 208-7865
Cellular (251) 605-0633
Fascimile (251) 208-7954
shawn.skinner@cityofmobile.org

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

OVATIONS FOOD SERVICES L P dba **MOBILE CIVIC CENTER**

has made application to the City Council of the City of Mobile for a

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at **401 CIVIC CENTER DRIVE** , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

May 28, 2024

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

May 16, 2024

MOBILE CIVIC CENTER

401 CIVIC CENTER DRIVE

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 128793 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1798410	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

05/17/2024 08:39AM MARCELYN
040309-0001

BUSINESS LICENSE

OVATIONS FOOD SERVICES LP	
128793	
2024 Item: 1798410	
ALCOHOL APPLICATION FEE	$50.00
OVATIONS FOOD SERVICES LP	
128792	
2024 Item: 1798411	
ALCOHOL APPLICATION FEE	$50.00
OVATIONS FOOD SERVICES LP	
128791	
2024 Item: 1798412	
ALCOHOL APPLICATION FEE	$50.00
	$150.00
Subtotal	**$150.00**
TP CC FEE	$4.50
Total	**$154.50**
REVENUE CC	$154.50

Visa **********5767
Ref=3781a481-42a1-4b6e-8ce1-5947c45a0a08
Auth=093916

Change due **$0.00**

Paid by: VELAZQUEZ/JUAN

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240508155955168

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SMG
Address: 401 CIVIC CENTER DR
MOBILE , AL 36602
Telephone: 251-208-7776

NEW APPLICANT:
OVATIONS FOOD SERVICES L P
Address: 150 ROUSE BLVD FL 3
PHILIDELPHIA, PA 19112
Telephone: 732-727-5030

Current License No: 160-001554049

LICENSED PREMISES ADDRESS: 401 CIVIC CENTER DR MOBILE, AL 36602

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 20 day of May, 20 24.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name: Juan Velazquez
Title: POA

WITNESS: (By ABC Enforcement) Randy Denham
Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240508155955168

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** **County:**

Type License: **State:** **County:**

Trade Name: MOBILE CIVIC CENTER **Filing Fee:**

Applicant: OVATIONS FOOD SERVICES L P **Transfer Fee:** $50.00

Location Address: 401 CIVIC CENTER DR MOBILE, AL 36602

Mailing Address: 150 ROUSE BLVD FL 3 PHILIDELPHIA, PA 19112

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** PARTNERSHIP

Book, Page, or Document info:

Do you sell Draft Beer?:

Date Incorporated: **State incorporated:** **County Incorporated:**

Date of Authority:

Federal Tax ID: 23-3035417 **Alabama State Sales Tax ID:** R008372039

Name:	Title:	Date and Place of Birth:	Residence Address:
RG NJ	PRESIDENT		
KENNETH JOSEPH GABER	VICE PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JESSICA A MOREY
Business Phone: 732-727-5030
Fax:

Home Phone: 732-727-5030
Cell Phone: 908-510-4467
E-mail: JMOREY@SKENELAWFIRM.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240508155955168

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-7865
What is lessors primary business? GOVERNMENT AGENCY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 43456 Display Square Footage:
Building seating capacity: 14262 Does Licensed premises include a patio area? YES
License Structure: MULTI STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240508155955168

Signature page

Initial each

- [ ] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- [ ] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- [X] In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- [X] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- [ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- [ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

- [ ] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Juan Velazquez

Signature of Applicant:

Notary Name (print): LISA KAHL

Notary Signature: Lisa Kahl

LISA KAHL MY COMMISSION EXPIRES JANUARY 24, 2028 NOTARY PUBLIC STATE OF ALABAMA

Commission expires: 1/24/28

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240508155955168

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230727000013840

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 001554049

County:	MOBILE	Tobacco Business Type:	53	Vending Machines:	0
Effective Date:	10/01/2023	Printed Date:	07/27/2023		
Trade Name:	**SAVOR...MOBILE CIVIC CENTER**				
Licensee:	**SMG**				
Location:	**401 CIVIC CENTER DRIVE**				
	MOBILE		**AL**	**36608**	
Mailing Address:	**401 CIVIC CENTER DRIVE**				
	MOBILE		**AL**	**36602**	

160 SPECIAL RETAIL - MORE THAN 30 DAYS
Restrictions on File.

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

19434

Curtis E Stewart

ADMINISTRATOR

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

MATTHEW J. PLATKIN
Attorney General

PATRICK J. CALLAHAN
Colonel

DATE FINGERPRINTED:
05/05/2023

TO: Brian.P_Rothenberg

PCN.

RE: NAME: Brian P. Rothenberg

DATE OF BIRTH

Dear Sir/Madam:

Pursuant to your request for a New Jersey criminal history background check, this letter is to confirm that a fingerprint-based search of the New Jersey Automated Fingerprint Identification System and New Jersey Computerized Criminal History system was conducted. These searches failed to reveal any criminal history record information indexed by the New Jersey State Police (NJSP), State Bureau of Identification (SBI) that occurred prior to the fingerprint date listed above.

Any questions concerning the above, please contact the Criminal Information Unit at (609) 882-2000, extension 2918.

Sincerely,
Mark Finnegan, Major
Commanding Officer
Identification & Information Technology Section

FOR COLONEL PATRICK J. CALLAHAN
SUPERINTENDENT

BY:
Mark L. Beardsley, Sergeant First Class
Unit Head, Criminal Information Unit
State Bureau of Identification

"An Internationally Accredited Agency"

New Jersey Is An Equal Opportunity Employer
Printed on Recycled Paper and Recyclable

HONOR
STATE POLICE NJ
DUTY FIDELITY

COLORADO
Bureau of Investigation
Department of Public Safety

Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215
303-239-4208

SKENE, ROBERT
2614 ROUTE 516, 2ND FL,
OLD BRIDGE, NJ 08857

Date: 04/04/2024 09:17:05(MT)

RE: GABER, KENNETH DOB: SOC

No Colorado Record of arrest has been located based on information provided.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests, which are not supported by fingerprints, will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records (except those allowed per state statute 24-72-703), and juvenile records are not available to the public.

The results attached are based on a name search which may or may not be the subject of this inquiry. This search does not include a fingerprint comparison, which is the only means of positive identification. Since an arrest record may be established after this inquiry, an arrest record is only valid at the time of the current request. To ensure the most current available information in regards to subsequent arrest after an initial inquiry, it is recommended another query be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law, and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Chris Schaefer, Director
Colorado Bureau of Investigation

COLORADO CRIMINAL HISTORY INFORMATION SHEET

1. WHO IS CRIMINAL JUSTICE/LAW ENFORCEMENT?

"Criminal justice agency" means any court with criminal jurisdiction and any agency of the state or of any county, city and county, town, boards of institutions of higher education, school district, special district, judicial district, or law enforcement authority which performs any activity directly relating to the detection or investigation of crime; the apprehension, pretrial release, posttrial release, prosecution, correctional supervision, rehabilitation, evaluation, or treatment of accused persons or criminal offenders; or criminal identification activities or the collection, storage, or dissemination of arrest and criminal records information.

2.DEFINE LAWFUL USE OF THE RECORDS.

Records shall not be used by any person for the purpose of soliciting business for pecuniary gain. The official custodian shall deny any person access to records of official actions and criminal justice records unless such person signs a statement which affirms that such records shall not be used for the direct solicitation of business for pecuniary gain.

3.WHO ARE FINGERPRINT CARD CONTRIBUTORS?

Fingerprint card contributors are "Criminal Justice Agencies," as defined above (#1).

4.WHAT IS A DISPOSITION?

"Disposition" means a decision not to file criminal charges after arrest; the conclusion of criminal proceedings, including conviction, acquittal, or acquittal by reason of insanity; the dismissal, abandonment, or indefinite postponement of criminal proceedings; formal diversion from prosecution; sentencing, correctional supervision, and release from correctional supervision, including terms and conditions thereof; outcome of appellate review of criminal proceedings; or executive clemency.

5.WHERE CAN I GET A DISPOSITION IF IT IS NOT POSTED TO MY CBI RECORD?

You can get copies of your dispositions from www.cocourts.com for a nominal fee. These records are also available from the courts in which you appeared. If your case never went to court, you may be able to get the records from the arresting agency itself (the police department or sheriff's office) or the district attorney's office in the jurisdiction where you were arrested.

6.WHAT JUVENILE RECORDS ARE RELEASED TO THE PUBLIC?

The records of law enforcement officers concerning juveniles, including identifying information, shall be identified as juvenile records and shall not be inspected by or disclosed to the public. The only Juvenile records released to the public are those juveniles that have been charged as adults. DUI and minor traffic violations are also releasable if the juvenile is over 16 years old when the offenses occur. Juvenile registered sex offender records will also be released.

7.WHAT IS A SEALED RECORD AND HOW CAN I GET MY RECORD SEALED?

A sealed record is available only to law enforcement, not to the general public. Any person in interest (party to the case) may petition the District Court to seal records by filing a civil action in the county in which any arrest and/or criminal records are filed. A separate civil case must be filed for each court case record you want sealed, unless both a county court case (F Case) and a district court case (CR case) were established as a result of the same offense. You can obtain information on sealing your record from the State Judicial website, www.courts.state.co.us, or from the courts in which you appeared.

8.WHO DO I CONTACT IF I HAVE A DISPUTE WITH MY RECORD?

Any person in interest who is provided access to any criminal justice records shall have the right to challenge the accuracy and completeness of records to which he has been given access, insofar as they pertain to him, and to request that said records be corrected. You can do a record challenge at CBI (for information on this procedure go to the website, www.cbi.state.co.us/id or call (303) 239-4208. You can also take your dispute directly to the arresting agency.

9.WHAT ARE COURT FILING ON DOCKET ENTRIES?

These entries on the CBI record are displayed electronically on the Colorado criminal history by the State Judicial Department. They are currently posted from district court cases and they are based on the court case number, the arrest number, the last name of the individual, and the arresting agency.

10. WHAT IS DOC INCARCERATION SENTENCE?

DOC Incarceration Sentence is not a new arrest entry on the criminal history. When a person is convicted of a crime and they are sentenced to the Department of Corrections, an entry is made into the criminal history showing the charge the person was convicted of and how long the jail sentence was.

11. WHAT SEX OFFENDER INFORMATION WILL BE RELEASED WITH THE RECORD?

For additional sex offender information please access the Colorado Sex Offender website, www.sor.state.co.us. The results of the CBI record check will show if the person being checked on is currently a registered sex offender. Sex offender charges do not necessarily require a person to register as a sex offender.

12. DOES CBI RELEASE WARRANT INFORMATION? WHAT IS A FUGITIVE OF OTHER JURISDICTION ENTRY?

CBI does not release warrant information to the public. If you know what agency the warrant is out of, you will need to contact that agency for the information. That agency may or may not be able to release the warrant information; depending on their policy regarding the release of such information. The website, www.cocourts.com, may also provide some warrant information. A Fugitive of Other Jurisdiction charge means that the person in question had a warrant out of one law enforcement agency and was arrested by another agency for that warrant. The person does not necessarily have an active warrant out for their arrest.

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

POWER OF ATTORNEY AGREEMENT

I, **Brian Rothenberg**, President and Secretary of Ovations Food Services, LLC (the 100% Member of applicant, Ovations Food Services, L.P., hereby appoint **Juan Carlos Velazquez**, as the Manager of the Mobile Convention Center, Mobile Civic Center and Saenger Theater, to act in my behalf in executing and processing the application paperwork for the City of Mobile and the Alabama Alcoholic Beverages Control Board. This power shall be in full force and effect on the date written below and shall remain in full force and effect until specifically extended or rescinded earlier by either party.

Dated: 4/18/2024

Brian Rothenberg

BEFORE ME, the undersigned authority, on this 18th day of April, 2024, personally appeared Brian Rothenberg to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Aaliyah Castro

NOTARY PUBLIC

My Commission Expires: 3/7/28

Commonwealth of Pennsylvania - Notary Seal
AALIYAH CASTRO - Notary Public
Philadelphia County
My Commission Expires March 7, 2028
Commission Number 1440780

STATE OF ALABAMA

AMENDMENT TO STATEMENT OF AUTHORITY
OF A FOREIGN LIMITED PARTNERSHIP (FLP)

PURPOSE: To amend the registration of a foreign partnership within 90 days after the change of facts described in the registration/filing pursuant to Section 10A-1-7.06 of the Code of Alabama 1975.

1. **NOT REQUIRED:** Delayed effective date ___/___/___ MUST be after date of receipt by Alabama Secretary of State's Office and not more than 90 days after signing of this document.

2. Alabama Entity ID Number (Format: 000-000-000): 000 - 061 - 639 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

3. The legal name of the foreign entity as currently registered with the Alabama Secretary of State:

   Ovations Food Services LP

4. If amending the name of the foreign entity for use in Alabama, a copy of the name reservation certificate from the Office of the Alabama Secretary of State must be attached (must be acquired prior to submitting Amendment).

5. The name of the foreign entity has been legally changed to (insert "no change" if not applicable) :

   No change

6. The name of the foreign entity for use in Alabama only if different from the legal name* :

*A fictitious name may be used only if the legal name is not available for use in Alabama or the name does not contain the word "Limited" or the abbreviation "Ltd." or the phrase "Limited Partnership" or the abbreviation "L.P." or "LP" (10A-1-7.07).

(For SOS Use Only)

Alabama
Sec. Of State

000-061-639 FLP

Date	07/21/2023
Time	13:57:40
File	$100.00
County	
Total	$100.00

AMENDMENT TO STATEMENT OF AUTHORITY OF A FOREIGN LIMITED PARTNERSHIP (FLP)

7. If a fictitious name is used, the undersigned certifies the resolution of the LP's governing authority to adopt the fictitious name for use in Alabama and affirms the Authority to make such a certification under 10A-1-7.07.

8. Detail any amendment to the registration information (may include, name change, change of principal address, change of jurisdiction of formation, general partners) – if more space is required you may enter See Attached and attach the details:
See attached.

If the registered agent/registered office address in Alabama has changed, you will need to file a Change of Registered Agent or Registered Office by Entity – the signature of the new agent is required on that form. The form may be obtained at www.sos.alabama.gov under the Business Services tab (below picture), Business Forms, then scroll down to the Registered Agent and/or Registered Office Changes category.

9. The undersigned certify that this foreign entity is a valid existing limited partnership in the state/country of formation.

10. The undersigned signatory authority certifies that the signature(s) meet the requirements of the *Code of Alabama 1975*, Section 10A-9A-2.03 to include, but not be limited to declarations regarding accuracy and penalty of perjury, and any copy requirements.

One or more partners may sign.

07 / 21 / 2023	Brian Rothenberg
Date	Signature of Partner Authorized
/ /	
Date	Signature of Partner Authorized
/ /	
Date	Signature of Partner Authorized

Amendment Details

Entity Info

Current Entity Name	Entity ID
Ovations Food Services LP	000-061-639
Type	**Qualifying Date**
Limited Partnership (LP)	2013-01-14

Principal Address

Original	Amended
Physical Address 3601 SOUTH BROAD STREET PHILADELPHIA, PA 19148	**Physical Address** 150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112
Mailing Address 18228 US HIGHWAY 41 NORTH LUTZ, FL 33549	**Mailing Address** 150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112

Partners and Addresses

Original

Partner	Street Address	Mailing Address
OVATIONS FOOD SERVICES INC	3601 S BROAD STREET PHILADELPHIA, PA 19148	3601 S BROAD STREET PHILADELPHIA, PA 19148

Amended

Partner	Street Address	Mailing Address	
OVATIONS FOOD SERVICES INC	3601 S BROAD STREET PHILADELPHIA, PA 19148	3601 S BROAD STREET PHILADELPHIA, PA 19148	(Deleted)
Ovations Food Services, LLC	150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112	150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112	(Added)

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
STATEMENT OF CORRECTION

PURPOSE: This Statement is to be used to correct an "incorrect" statement in a Foreign Limited Partnership Certificate of Authority pursuant to 10-9C-904(b), Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Statement of Correction and the $25.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 2/21/2017
Time 17:00
170222 1 Pg
File $25.00
Achn $.00
Exp $.00
Total $25.00
03/016

(For SOS Office Use Only)

☐ Copy of original filed (stamped by AL SOS) Foreign Limited Partnership Certificate of Authority is attached. If you attach the copy of the filed Certificate of Authority, you do not have to complete Items 1 and 2 below.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original filed Certificate of Authority), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the Partnership in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

2. The registered name of the Partnership used in Alabama:
Ovations Food Services, L.P.

3. Specify the incorrect information and the reason it is incorrect or the manner in which the signing was defective (specify attachment if necessary):

The General Partner is Ovations Food Services, LLC, 3601 S. Broad Street, Philadelphia, PA 19148

4. Correct the incorrect information or defective signature (specify attachment if necessary):

RECEIVED DATE
FEB 21 2017
SECRETARY OF STATE
OF ALABAMA

2/16/17
Date

Philip I. Weinberg, President
Typed or Printed Name of General Partner Signing Document

Signature of General Partner

FLP Correction - 7/2010

STATE OF ALABAMA

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 11/20/2015
Time 17:08
151201 2 Pg
File $25.00
Ackn $.00
Exp $.00
Total $25.00
01/0023

(For SOS Office Use Only)

PURPOSE: To change an entity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5.32. Use a separate form for each separate Entity Identification (ID) number.

INSTRUCTIONS TO OBTAIN INFORMATION TO COMPLETE THIS FORM: You may obtain the Entity ID Number on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, type the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number (item 1 below). If you click on that number, you can view the Business Entity Details page to determine that you have located the correct entity. This verification step is strongly recommended – refunds will not be made if you use the wrong number.

Mail two copies of this filing and the $25.00* fee to the Secretary of State, Business Services Division, PO Box 5616, Montgomery, Alabama, 36103-5616. You may pay by check, money order, or credit card. You may email to miscellaneous.filings@sos.alabama.gov or fax this filing to 334-240-3138 if you are paying with a credit card. Receipt of filings will only be acknowledge if the email method is used, we cannot search and acknowledge receipt of filings submitted via mail or fax. Your change will not be indexed if the credit card does not authorize and will be removed if the check is dishonored.

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (items 4, 5, and 6).

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639 **The change will not be processed without this number.**
2. The name of the entity as registered with the Secretary of State of Alabama:

   Ovations Food Services, LP
3. The name of the Registered Agent currently registered for this entity with the Secretary of State of Alabama: Charles Rousey

   Street (No PO Boxes) address of the Registered Office: 200 Stonecreek Place, Calera, AL 35040

   Mailing address of Registered Office (if different from street address):

NACS

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

4. Change the name of the Registered Agent (must be located in Alabama) for this entity to:

CT Corporation System

The new registered agent must sign the consent to appointment on page two prior to filing.

5. Change the street (No PO Boxes) address in Alabama of the Registered Office to: 2 North Jackson Street,

Suite 605, Montgomery, AL 36104

6. Change the mailing address of the Registered Office (if different from street address) to:

7. The entity certifies that the street address of the registered office and the street address of the registered agent's business are the same.

I, the undersigned, certify that any change specified in this document is authorized by the entity.

10 / 21 / 2015
Date

Philip I. Weinberg, President of Ovations Food Services, Inc., its GP
Typed Name and Title of Signature for Entity Below

Signature of Person Authorized to Sign per 10A-1-4.01, *Alabama Code*

I, the undersigned, consent to appointment as registered agent for

OVATIONS FOOD SERVICES, LP (entity name in blank).

10/21/2015
Date

VickiAnn Owens
Special Assistant Secretary
Typed Name of Agent Signature Below

Signature of Registered Agent

Expedited processing* is requested and the fee is included. Please fax the copy of the filed change to (10-digit fax number): ( ) or email to:

*Acknowledgment Copy: If you would like an acknowledgement copy of the filed document include a copy with your original filing (or if faxing or emailing we can charge you $3.00 for copies – check the box) along with a self-addressed envelope. All copies are mailed standard USPS unless envelopes with special postage or overnight courier envelopes are included with the request. Any overnight courier envelopes must have a completed airbill with the billing information completed and clearly marked "bill recipient." We do not return acknowledgement copies via fax or email unless expedited processing is requested (the fee is an additional $100.00 for processing within three business days after receipt of the filing).

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
CERTIFICATE OF AUTHORITY

PURPOSE: To register with the Secretary of State prior to transacting business in Alabama pursuant to Section 10-9C-902 of the Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Certificate, one (1) Certificate of Existence or Good Standing, and the $150.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State

New Entity FLP
001-639
Date 1/14/2013
Time 17:00
5 Pg
130117

File $150.00
Ackn $.00
Exp $100.00

Total $250.00
02/020

(For SOS Office Use Only)

1. Partnership Full Legal Name: Ovations Food Services LP

2. The registered name of the Partnership for use in Alabama (must contain the phrase Limited Partnership; the word Limited; or the abbreviation LP, L.P., or Ltd. and comply with Sections 10-9C-905 and 10-9C-108):

   Ovations Food Services LP

3. State/Country of Formation: Pennsylvania Full Date of Formation (mm/dd/yyyy): 03 / 23 / 2000

4. Street (No PO Boxes) Address of Principal Office in the State/Country of Formation: 3601 South Broad Street

   Philadelphia, PA 19148

   Mailing Address (if different

5. The Name of the Registered Agent In Alabama: Charles Rousey

   Street (No PO Boxes) Address of Registered Agent in Alabama

   Mailing Address of Registered Agent in Alabama (if different from street address):

6. The names, street addresses, and mailing addresses for each of the general partners must be attached pursuant to Section 10-9C-902(a)(5). Use page 2 of this document to provide this information. Add additional pages if necessary to include all general partners (you may duplicate a blank page 2 for use in adding additional pages).

Kenneth Young, President/Director Leisure & Recreation Consultants
Typed or Printed Name of General Partner Signing Document

1/11/13
Date

Kenneth Young
Signature of General Partner

FOREIGN LIMITED PARTNERSHIP (LP) CERTIFICATE OF AUTHORITY

The name of the General Partner: Leisure & Recreation Consultants Inc. (Managing Partner)

Street (No PO Boxes) address of General Partn

Mailing address of General Partner (if different from Street Address):

The name of the General Partner: Ovations Food Services Inc (General Partner)

Street (No PO Boxes) address of General Partner: 3601 South Broad Street, Philadelphia, PA 19148

Mailing address of General Partner (if different from Street Addres

The name of the General Partner: Comcast Spectacor Ventures LLC (Limited Partner)

Street (No PO Boxes) address of General Partner: 3601 South Broad Street, Philadelphia, PA 19148

Mailing address of General Partner (if different from Street Address): 1

The name of the General Partner: Kenneth Young--President/Director Leisure & Recreation Consultants Inc

Street (No PO Boxes) address of General Partne

Mailing address of General Partner (if different from Street Address):

Ovations Food Services, LP

Mailing Address:
Ovations Food Services, LP
16228 US Highway 41 North
Lutz, FL 33549
Phone: 813-948-6900
Fax: 813-948-6565

Federal ID: 23-3035417
State of Incorporation: Pennsylvania
Ovations Food Services, LP
3601 South Broad Street
Philadelphia, PA 19148

Ovations Food Services, LP Partnership Interest:

Leisure & Recreation Consultants, Inc. (Managing Partner)
0.59% General Partner
17.06 % Limited Partner

Federal ID: 59-3461576

Directors/Officers of Leisure & Recreation Consultants, Inc.:
Kenneth Young, Director/President
Home Address:
Home Phon

Philip I. Weinberg, Vice President/Secretary
Home Address:
Home Phon

Ovations Food Services, Inc.
0.59% General Partner
3601 South Broad Street
Philadelphia, PA 19148
Fed ID: 23-3035415

Director/Officer of Ovations Food Services, Inc.:
Philip I. Weinberg, Director/President/Secretary
Home Address:
Home Phone:

Comcast Spectacor Ventures, LLC
81.76% Limited Partner
3601 South Broad Street
Philadelphia, PA 19148
Fed ID: 20-5916520

Alabama
Sec. Of State

New Entity
061-639 FLP
Date 1/14/2013
Time 17:00
130117 5 Pg

File	$150.00
Ackn	$.00
Exp	$100.00
Total	$250.00

02/020

01/11/2013

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama 1975*, and upon an examination of the entity records on file in this office, the following entity name is registered as available:

Ovations Food Services LP

This foreign limited partnership was formed in Pennsylvania as Ovations Food Services LP and is for the exclusive use of Ovations Food Services LP, 18228 US Highway 41 N, Lutz, FL 33549 for a period of one year beginning January 10, 2013 and expiring January 10, 2014.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

01/10/2013

Date

Beth Chapman

Beth Chapman **Secretary of State**

144-517

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

JANUARY 11, 2013

Alabama
Sec. Of State
New Entity FLP
051-639
Date 1/14/2013
Time 17:00
130117 5 Pg

File	$150.00
Ackn	$.00
Exp	$100.00
Total	$250.00
02/020	

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

OVATIONS FOOD SERVICES, L.P.

is duly registered as a Pennsylvania Limited Partnership under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Secretary of the Commonwealth

Certification Number: 10789075-1
Verify this certificate online at http://www.corporations.state.pa.us/corp/soskb/verify.asp

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
STATEMENT OF CORRECTION

PURPOSE: This Statement is to be used to correct an "incorrect" statement in a Foreign Limited Partnership Certificate of Authority pursuant to 10-9C-904(b), Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Statement of Correction and the $25.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 7/01/2013
Time 17:00
130826 1 Pg
File $25.00
Ackn $.00
Exp $.00
Total $25.00
01/013

(For SOS Office Use Only)

☐ Copy of original filed (stamped by AL SOS) Foreign Limited Partnership Certificate of Authority is attached. If you attach the copy of the filed Certificate of Authority, you do not have to complete Items 1 and 2 below.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original filed Certificate of Authority), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the Partnership in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

2. The registered name of the Partnership used in Alabama:
Ovations Food Services, LP

3. Specify the incorrect information and the reason it is incorrect or the manner in which the signing was defective (specify attachment if necessary):

1) General Partner Information is incorrect (need to delete Comcast Spectacor Ventures and Kenneth Young)

2) Mailing Address for General Partner - Ovations Food Services, Inc. is incorrect

4. Correct the incorrect information or defective signature (specify attachment if necessary):

1) General Partners are Leisure & Recreation Consultants, Inc. AND Ovations Food Services, Inc.

2) Correct mailing address for Ovations Food Services, Inc. is 3601 S. Broad Street, Philadelphia, PA 19148

06 / 12 / 2013
Date

Philip I. Weinberg, President & Secretary, Ovations Food Services, Inc.
Typed or Printed Name of General Partner Signing Document

Signature of General Partner

FLP Correction - 7/2010

FROM :COZEN-OCONNOR 216 665 2013 2000.03-23 14:40 #271 P.14/16

200023-1685

Microfilm Number_____

Entity Number 2932017

Filed with the Department of State on MAR 2 3 2000

Secretary of the Commonwealth

CERTIFICATE OF LIMITED PARTNERSHIP

DSCB:15-8511 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

1 The name of the limited partnership is: Ovations Food Services, L.P.

2. The (a) address of this limited partnership's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) First Union Center, 3601 South Broad Street (Number and Street) Philadelphia (City) PA (State) 19148 (Zip) Philadelphia (County)

(b) c/o: _____ (Name of Commercial Registered Office Provider) _____ (County)

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

3. The name and business address of each general partner of the partnership is:

Name	Address
Leisure & Recreation Consultants, Inc.	10012 N. Dale Mabry, Suite 215, Tampa, FL 33618
Ovations Food Services, Inc.	First Union Center, 3601 South Broad Street, Philadelphia, PA 19148

4. (Check, and if appropriate complete, one of the following):

_X_ The formation of the limited partnership shall be effective upon filing this Certificate of Limited Partnership in the Department of State.

___ The formation of the limited partnership shall be effective on: _____ (Date) at _____ (Hour)

5. The specified effective date, if any, is: _____ (month day year hour, if any)

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this Certificate of Limited Partnership this 22nd day of March, 20 00.

LEISURE & RECREATION CONSULTANTS, INC.
MANAGING GENERAL PARTNER

BY: _____
NAME: Robert J. Fogel
TITLE: President

OVATIONS FOOD SERVICES, INC.
SPECIAL GENERAL PARTNER

BY: _____
NAME: Richard Lipton
TITLE: Vice President

PA DEPT. OF STATE
2000 MAR 23 PM 2:55
DSCB:15-8511(Rev 90)-2

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Ovations Food Services LP a Pennsylvania entity, qualified in the State of Alabama on January 14, 2013. The Alabama Entity Identification number for this entity is 000-061-639. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

04/01/2024

Date

Wes Allen **Secretary of State**

20240401000021718

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457688248
Jan 28, 2011 LTR 147C
23-3035417

OVATIONS FOOD SERVICES L P
18228 N US HIGHWAY 41
LUTZ FL 33549-4400 288

Taxpayer Identification Number: 23-3035417

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of October 19th, 2010.

Your Employer Identification Number (EIN) is 23-3035417. Please keep this number in your permanent records. You should enter your name and your EIN; exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Carter

Mrs. Carter
1001511751
Customer Service Representative

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

OVATIONS FOOD SERVICES LP
5050 S SYRACUSE ST 8
DENVER, CO 80237-3375

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R008372039	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722310

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Janet W. Hastings
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L0838391008

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

BEG NE COR LOT 2 BLK 13 E CHURCH ST AREA 1ST ADD MBK 19/133 TH SLY 1132 FT-S- TH WLY 79 FT -S- TH SLY 110 FT NLY 950 FT -S- TH ELY 813.6 FT TH NLY 2.43 FT TH E BEING LOT 1 & PT LOT 2 BLK ST AREA UNIT 24 MAP #1 MBK 25 P 14 EXEMPT FOR CITY OF MOBILE #SEC 40 T4S R1W #MP29 06 40 0 011

Ownership Type	Company Name

The above described property is ☐ Owned ■ Leased to/by **Ovations Food Services, L.P.**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 18th day of April 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Aaliyah Castro	Aaliyah Castro	3/7/2028

Notary Stamp

Commonwealth of Pennsylvania - Notary Seal
AALIYAH CASTRO - Notary Public
Philadelphia County
My Commission Expires March 7, 2028
Commission Number 1440780

Owner of Property (Print Name)	Applicant Name (Print Name)
W J Stimpson	Brian Rothenberg
Owner of Property (Signature)	Applicant Name (Signature)
205 Government Street	
Street Address	Street Address
Mobile, AL 36602	150 Rouse Blvd
City, State, Zip	City, State, Zip
	Philadelphia, PA 19112
Date Agreement Signed	Date Agreement Signed
	4/18/24

My Place

Information for address:
401 CIVIC CENTER DR

- **Parcel Information:**

Key / ID:
00763542 / R022906400011244.000
Owner:
Mobile City of
205 Government Plaza
Office of City Clerk

Mobile, Al 36644

Subdivision:
A Portion of the Mobile Civic Center Property

- **Jurisdiction:**
City of Mobile

- **Historic District:**
Church Street East

- **Neighborhood Renewal District:**

- **Revenue District:**
2

- **Township/Range/Section:**
4s1w23

- **Tract Census 2010:**
000200

- **Zipcode:**
Mobile

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1797248.455
Y: 249904.220

- **Zoning:**
Check zoning on Planning & Zoning

Services:

- **Community Action Group:**
Church Street East

- **Fire District:**
Fire Central Station 3

- **Garbage Pickup Day:**
Commercial Mon, Thu, Sat -Residential - Tuesday - Route Loop

- **Police Precinct / Beat:**
Precinct - 5 / Beat - 50

- **Trash Pickup Day/ Unit:**
Monday South - biweekly / Td-9

Political:

- **City Council District:**
2 - William Carroll

- **County Commissioner District:** 1

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Howard

- **High School District:**
Murphy

- **Middle School District:**
Calloway Smith

- **School Board District:** 4

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

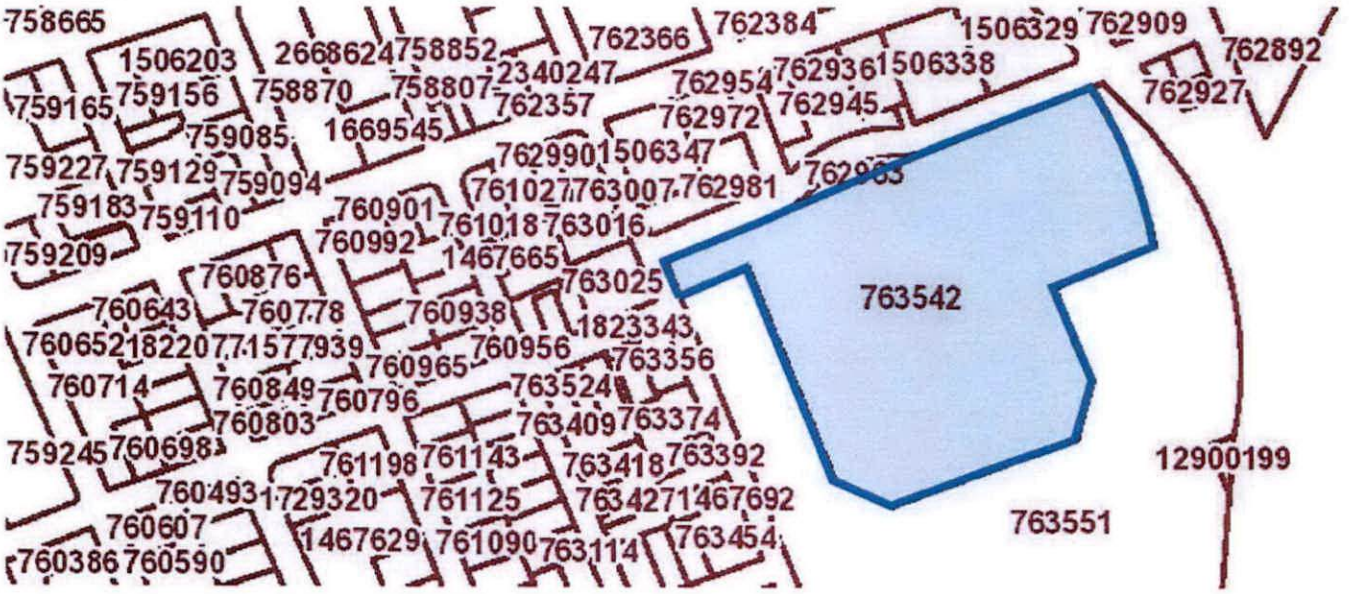
TextMyGov

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Mobile County Property Search

Key Number: 763542 For Year 2023

Map



Property Details

Account	
Key Number:	763542
Legal Description:	BEG NE COR LOT 2 BLK 13 E CHURCH ST AREA 1ST ADD MBK 19/133 TH SLY 1132 FT-S- TH WLY 79 FT -S- TH SLY 110 FT NLY 950 FT -S- TH ELY 813.6 FT TH NLY 2.43 FT TH E BEING LOT 1 & PT LOT 2 BLK ST AREA UNIT 24 MAP #1 MBK 25 P 14 EXEMPT FOR CITY OF MOBILE #SEC 40 T4S R1W #MP29 06 40 0 011
Parcel Number:	2906400011244XXX
Type:	Real
Property Class:	2
Location	
Address:	CIVIC CENTER DR MO
Owner	
Name:	MOBILE CITY OF
Mailing Address:	205 GOVERNMENT PLAZA OFFICE OF CITY CLERK MOBILE , AL 36644
Exemptions:	OTH - OTHER EXEMPTION. COMPLETELY EXEMPT For privacy reasons not all exemptions are shown online.

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

MOBILE CIVIC CENTER

Location Address

401 CIVIC CENTER DRIVE

Application Number

2024 - 5654

Notice Post Date @ Location

05/17/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 28, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

01-277 **2024**

RESOLUTION

Sponsored by Mayor William S. Stimpson, and Council Member William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to execute, for and on behalf of the City of Mobile, an Interim Management Agreement for the Civic Center and Pre-Opening Consulting for New Arena, with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360. Term shall begin on Effective Date, with the Term described in detail in Section 4 with said terms and conditions more fully set out in the document attached hereto and made a part hereof. A copy is on file in the office of the City Clerk.

Adopted: APR 02 2024

City Clerk

MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of June, 2024 ("**Effective Date**"), by and between the City of Mobile, Alabama ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 ("**Manager**"). City and Manager are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, City owns the Mobile Civic Center, Civic Center Theater, and Civic Center Expo Hall, each of which is located on the same site in the City of Mobile, Alabama (collectively, the "**Facilities**" or "**Civic Center**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of City on an interim basis until construction begins on the New Arena as defined herein below, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein;

WHEREAS, the City desires to engage Manager to provide certain pre-opening consulting services for the New Arena in connection with the City's development of such venue, and Manager desires to accept such engagement, pursuant to the terms and condition herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facilities and entered into in the ordinary course of operating the Facilities. All Booking Contracts will be negotiated by and entered into by Manager; and Manager will be responsible for the administration of the Booking Contracts.

City: shall have the meaning given to such term in the Recitals to this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA

By: _____
Name: William S. Stimpson
Title: Mayor

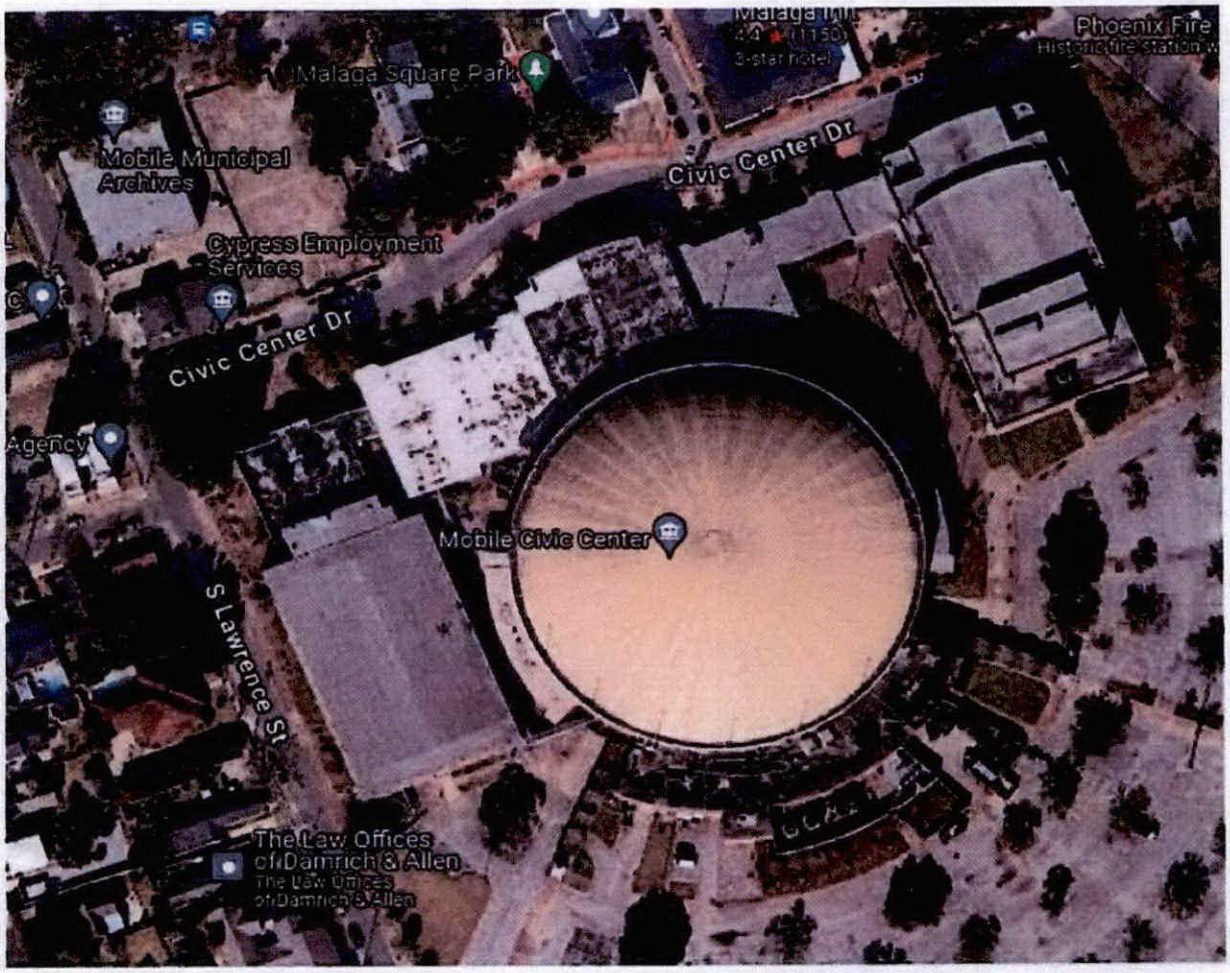
ATTEST:
By: _____
Name: Lisa C. Lambert
Title: City Clerk

GLOBAL SPECTRUM, L.P.,
d/b/a OVG 360

By: Global Spectrum, LLC, its general Partner

By: _____
Name: Brian Rothenberg
Title: President

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☐ No ☒ Yes Relocation Date:	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☒ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Ovations Food Services, L.P.	**Mobile Civic Center**

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
401 Civic Center Drive	**MOBILE**	**AL**	**36602**

Business Contact Person Information

Name	Title	Phone	Email
Jessica A. Morey	Paralegal	[redacted]	jmorey@skenelawfirm.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
434560	n/a	n/a	yes	T-5.2	yes

Comments

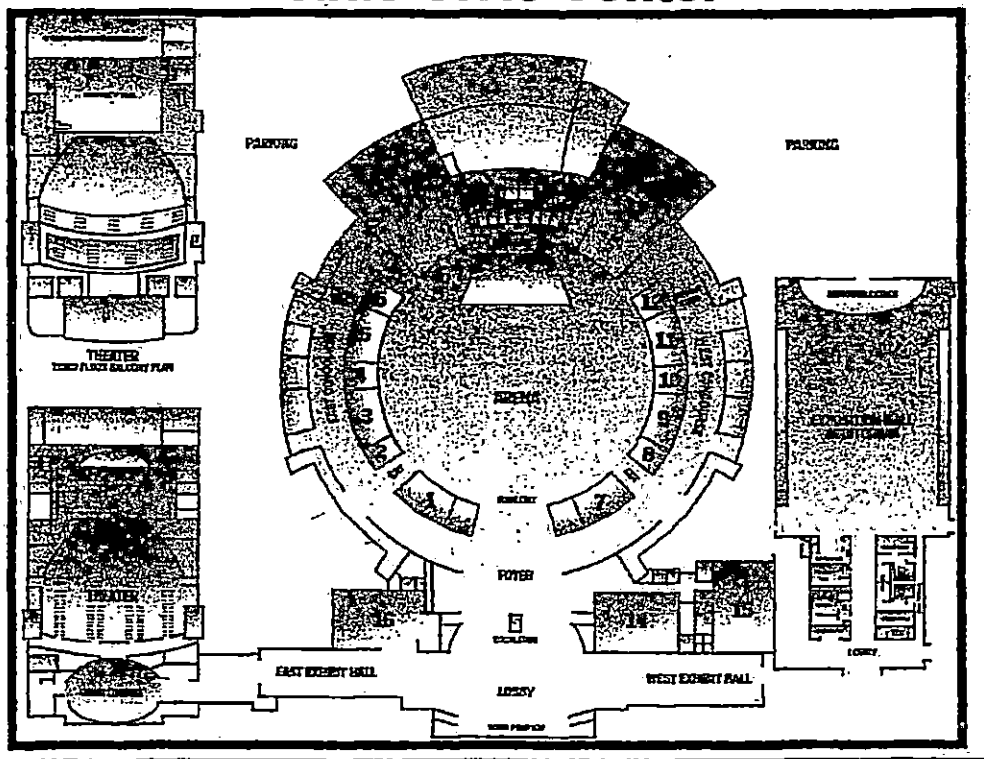
Property owned and operated by the City of Mobile. As such, the property is exempt from zoning regulations.

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.04.26 12:23:03-05'00'	**04/26/2024**

Mobile Civic Center:

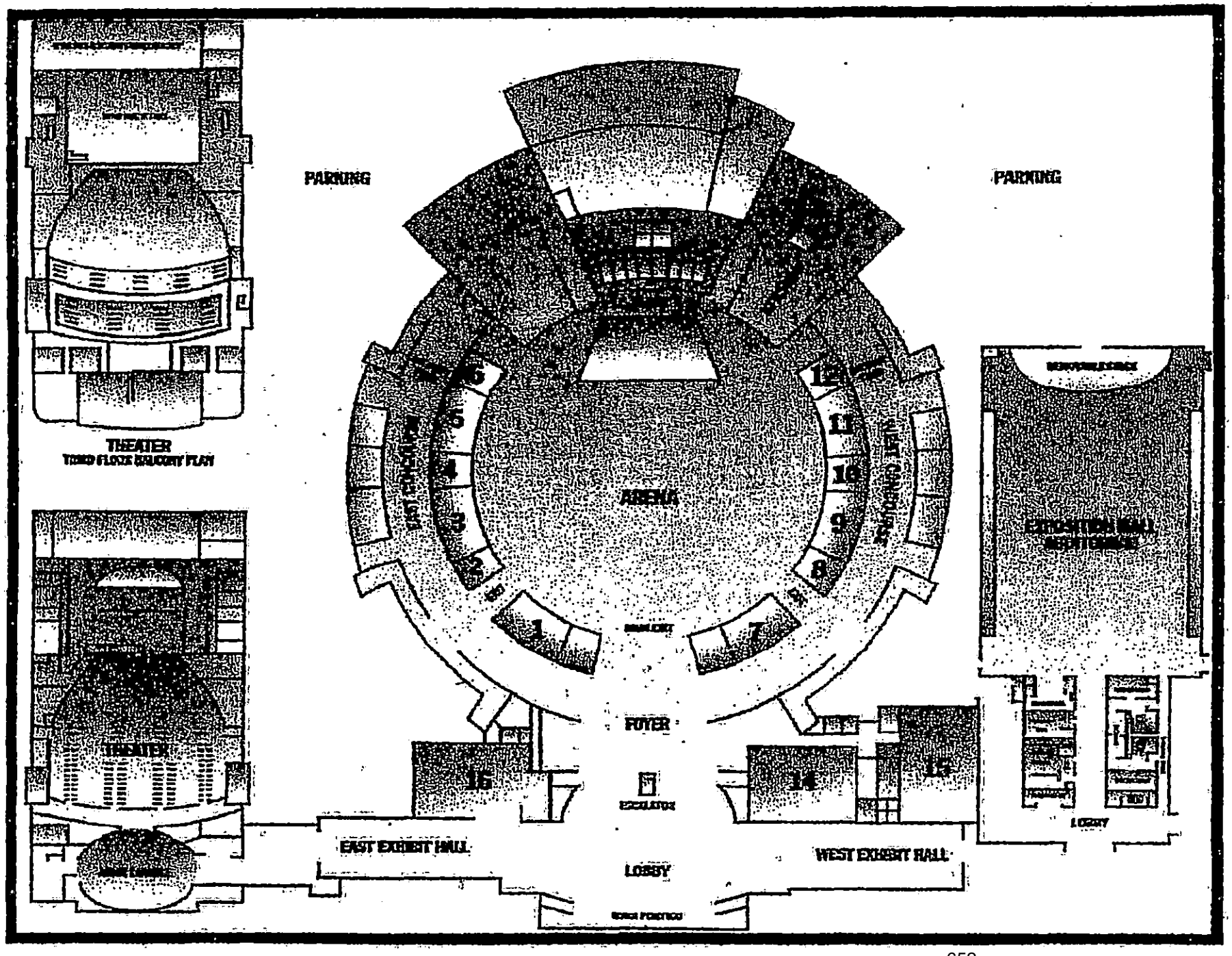
1. Provide a diagram of each premises showing all areas to be licensed (including any outdoor areas).- Attached
2. Provide the square footage of the entire building.- 434,560
3. Provide the square footage of the service and consumption area. 99,671
4. Provide the seating capacity in consumption area. 14,262
5. Advise if there will be any outdoor seating areas. -yes
6. Provide the number of parking spaces. 350

Mobile Civic Center



Space	Dimensions	Ceiling Height	Meeting Capacity	Banquet Capacity	Square Feet
ARENA	222' DIA.	73'	10,600	2,000	38,700
EXPO HALL	163' X 137.5'	25'	3,000	1,500	21,950
EXPO HALL THEATER	54' X 44'				2,376
THEATER	N/A	N/A	1,933	N/A	N/A
THEATER LOGGIA	42' X 51'	9'	100	125	2000
EAST EXIBIT AREA	135' X 39'	14'	500	250	5,265
WEST EXHIBIT AREA	138' X 39'	14'	500	250	5,382
ARENA FOYER	131.5' X 44'	22'	N/A	200	5,786
ROOM 1	43' X 24'	8'6"	100	65	1,032
ROOM 2	24.5 X 21.5'	8'6"	50	32	527
ROOM 3	43' X 24'	8'6"	100	65	1,032
ROOM 4	24.5 X 21.5'	8'6"	50	32	527
ROOM 5	43' X 24'	8'6"	100	65	1,032
ROOM 6	24.5 X 21.5'	8'6"	50	32	527
ROOM 7	43' X 24'	8'6"	100	65	1,032
ROOM 8	24.5 X 21.5'	8'6"	50	32	527
ROOM 9	43' X 24'	8'6"	100	65	1,032
ROOM 10	24.5 X 21.5'	8'6"	50	32	527
ROOM 11	43' X 24'	8'6"	100	65	1,032
ROOM 12	24.5 X 21.5'	8'6"	50	32	527
ROOM 14	67.5' X 47.5'	10'	350	160	3,200
ROOM 15	72' X 35'	10'	300	120	2,520
ROOM 16	67.5' X 46.5'	10'	325	140	3,138

Mobile Civic Center



AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/20/2024 - 3:51 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail More than 30 Days License
Submitted by:	Ovations Food Services, L P
Location:	Mobile Convention Center 1 South Water Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5653	128792	2	May 28, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
OVATIONS FOOD SERVICES L P

Trade Name (DBA)
MOBILE CONVENTION CENTER

Location Address
1 SOUTH WATER STREET

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5653	128792	2	May 28, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

MOBILE CONVENTION CENTER

Location Address

1 SOUTH WATER STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5653	128792	2	May 28, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

MOBILE CONVENTION CENTER

Location Address

1 SOUTH WATER STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
JESSICA A MOREY	PARALEGAL	NO		JMOREY@AKENELAWFIRM.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 06/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5653	128792	2	May 28, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
OVATIONS FOOD SERVICES L P	MOBILE CONVENTION CENTER

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LP - LIMITED PARTNERSHIP	03/23/2000	000-061-639	AL	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
23-3035417	R008372039	[redacted]

Physical Address (Street Address, Suite #)	City	State	Zip Code
1 SOUTH WATER STREET	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
150 ROUSE BLVD FL 3	PHILIDELPHIA	PA	19112

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	EVENT HALL	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JESSICA A MOREY	PARALEGAL	NO		JMOREY@AKENELAWFIRM.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
SMG	SAVOR ... MOBILE CONVENTION CENTER

ABC License Type	License Number	Any ABC Pending Actions
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	001554149	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
CITY OF MOBILE	(251) 208-7888	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
43,456	14,262	YES	YES	MULTI STORY	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
ROTHENBERG, BRIAN P	PRESIDENT		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
GABER, KENNETH JOSEPH	VICE PRESIDENT		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
VELAZQUEZ, JUAN CARLOS	GENERAL MGR	10/30/1980	FL V422-423-80-390-0	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**
841 GLASTONBURY DRIVE	KISSIMMEE	FL	34758-2607	(407) 973-7116

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Juan Velazquez	5/17/2024
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	POA

Sworn to and subscribed before me this 17 day of May 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama · State at Large
My Commission Expires Nov. 19, 2025

Signature Page

Skinner, Shawn

From: Skinner, Shawn
Sent: Thursday, May 16, 2024 5:32 PM
To: Jessica Morey
Cc: Lisa Miller
Subject: RE: CITY OF MOBILE ABC

Thank you for the verification.

Juan is scheduled to come into the office on Friday 17th at 830a to sign the ABC paperwork and pay the application fee for each location.

SHAWN SKINNER
CUSTOMER SERVICE SUPERVISOR
REVENUE DEPARTMENT

City of Mobile
P.O. BOX 3065
MOBILE, AL 36652-3065
Office (251) 208-7865
Cellular (251) 605-0633
Facsimile (251) 208-7954
shawn.skinner@cityofmobile.org

From: Jessica Morey <jmorey@skenelawfirm.com>
Sent: Thursday, May 16, 2024 5:24 PM
To: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Cc: Lisa Miller <lmiller@skenelawfirm.com>
Subject: RE: CITY OF MOBILE ABC

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

Hi Shawn,

Please be advised that Mr. Rothenberg and Mr. Gaber are not named on any Alabama (state or local) liquor licenses.

Do not hesitate to contact me with any other questions. Thank you.

Jessica A. Morey
Paralegal
Skene Law Firm, P.C.
2614 Route 516, 2nd Floor
Old Bridge, NJ 08857

(732) 727-5030 (V)
(732) 727-5028 (F)

jmorey@skenelawfirm.com

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Sent: Thursday, May 16, 2024 5:53 PM
To: Jessica Morey <jmorey@skenelawfirm.com>
Subject: CITY OF MOBILE ABC

Jessica,
Just to verify .. Brian P Rothenberg or Kenneth J Gaber's name is not on any ABC license in any city in the State of Alabama.
If yes ... then I need the following information for each city (license) ...

Company Legal Business Name
Company DBA
Company Physical Location

Thank you

MOBILE
ALABAMA

SHAWN SKINNER
CUSTOMER SERVICE SUPERVISOR
REVENUE DEPARTMENT

City of Mobile
P.O. BOX 3065
MOBILE, AL 36652-3065
Office (251) 208-7865
Cellular (251) 605-0633
Fascimile (251) 208-7954
shawn.skinner@cityofmobile.org

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

OVATIONS FOOD SERVICES L P dba **MOBILE CONVENTION CENTER**

has made application to the City Council of the City of Mobile for a

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at **1 SOUTH WATER STREET** , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

May 28, 2024

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

May 16, 2024

MOBILE CONVENTION CENTER

1 SOUTH WATER STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 128792 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1798411	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

05/17/2024 08:39AM MARCELYN
040309-0001

BUSINESS LICENSE

OVATIONS FOOD SERVICES LP	
128793	
2024 Item: 1798410	
ALCOHOL APPLICATION FEE	$50.00
OVATIONS FOOD SERVICES LP	
128792	
2024 Item: 1798411	
ALCOHOL APPLICATION FEE	$50.00
OVATIONS FOOD SERVICES LP	
128791	
2024 Item: 1798412	
ALCOHOL APPLICATION FEE	$50.00

	$150.00
Subtotal	**$150.00**
TP CC FEE	$4.50
Total	**$154.50**
REVENUE CC	$154.50
Visa ***********5767	

Ref=3781a481-42a1-4b6e-8ce1-5947c45a0a08
Auth=093916

Change due	**$0.00**

Paid by: VELAZQUEZ/JUAN

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024

RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230727000014082

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 001554149

County:	MOBILE	Tobacco Business Type:	53	Vending Machines:	0
Effective Date:	10/01/2023	Printed Date:	07/27/2023		
Trade Name:	**SAVOR...MOBILE CONVENTION CENTER**				
Licensee:	**SMG**				
Location:	**1 SOUTH WATER STREET**				
	MOBILE		**AL**	**36608**	
Mailing Address:	**1 SOUTH WATER ST**				
	MOBILE		**AL**	**36602**	

160 SPECIAL RETAIL - MORE THAN 30 DAYS
Restrictions on File.

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

19435

Curtis E Stewart

ADMINISTRATOR

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240508164628159

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SMG
Address: 1 SOUTH WATER ST
MOBILE, AL 36602
Telephone: 251-208-7776

NEW APPLICANT:
OVATIONS FOOD SERVICES L P
Address: 150 ROUSE BLVD FL 3
PHILIDELPHIA, PA 19112
Telephone: 732-727-5030

Current License No: 160-001554149

LICENSED PREMISES ADDRESS: 1 S WATER STREET MOBILE, AL 36602

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 20 day of May, 20 24.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name: Juan Velazquez
Title: POA

WITNESS: (By ABC Enforcement) Sandy Dunham
Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240508164628159

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** **County:**

Type License: **State:** **County:**

Trade Name: MOBILE CONVENTION CENTER **Filing Fee:**

Applicant: OVATIONS FOOD SERVICES L P **Transfer Fee:** $50.00

Location Address: 1 S WATER STREET MOBILE, AL 36602

Mailing Address: 150 ROUSE BLVD FL 3 PHILIDELPHIA, PA 19112

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** PARTNERSHIP

Book, Page, or Document info:

Do you sell Draft Beer?:

Date Incorporated: **State incorporated:** **County Incorporated:**

Date of Authority:

Federal Tax ID: 23-3035417 **Alabama State Sales Tax ID:** R008372039

Name:	Title:	Date and Place of Birth:	Residence Address:
BRIAN P ROTHENBERG	PRESIDENT		
KENNETH JOSEPH GABER	VICE PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JESSICA A MOREY
Business Phone: 732-727-5030
Fax:

Home Phone: 732-727-5030
Cell Phone: 908-510-4467
E-mail: JMOREY@SKENELAWFIRM.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240508164628159

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-7865
What is lessors primary business? GOVERNMENT AGENCY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 33600 Display Square Footage:
Building seating capacity: 20608 Does Licensed premises include a patio area? YES
License Structure: MULTI STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240508164628159

Signature page

Initial each

- [ ] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- [ ] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- [X] In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- [X] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- [ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- [ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

- [ ] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Jugo Velazquez

Signature of Applicant:

Notary Name (print): LISA KAHL

Notary Signature: Lisa Kahl

LISA KAHL
MY COMMISSION EXPIRES
JANUARY 24, 2028
NOTARY PUBLIC
STATE OF ALABAMA

Commission Expires: 1/24/28

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240508164628159

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

MATTHEW J. PLATKIN
Attorney General

PATRICK J. CALLAHAN
Colonel

DATE FINGERPRINTED:
05/05/2023

TO: Brian P. Rothenberg
100 Augusta Dr.
Moorestown, NJ 08057

PCN: 496601087234

RE: NAME: Brian P. Rothenberg

DATE OF BIRTH: 09/14/1971

Dear Sir/Madam:

Pursuant to your request for a New Jersey criminal history background check, this letter is to confirm that a fingerprint-based search of the New Jersey Automated Fingerprint Identification System and New Jersey Computerized Criminal History system was conducted. These searches failed to reveal any criminal history record information indexed by the New Jersey State Police (NJSP), State Bureau of Identification (SBI) that occurred prior to the fingerprint date listed above.

Any questions concerning the above, please contact the Criminal Information Unit at (609) 882-2000, extension 2918.

Sincerely,
Mark Finnegan, Major
Commanding Officer
Identification & Information Technology Section

FOR COLONEL PATRICK J. CALLAHAN
SUPERINTENDENT

BY:
Mark L. Beardsley, Sergeant First Class
Unit Head, Criminal Information Unit
State Bureau of Identification

"An Internationally Accredited Agency"

New Jersey Is An Equal Opportunity Employer
Printed on Recycled Paper and Recyclable

HONOR
STATE POLICE NJ
DUTY FIDELITY

COLORADO
Bureau of Investigation
Department of Public Safety

Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215
303-239-4208

SKENE, ROBERT
2614 ROUTE 516, 2ND FL,
OLD BRIDGE, NJ 08857

Date: 04/04/2024 09:17:05(MT)

RE: GABER, KENNETH DOB [redacted]

No Colorado Record of arrest has been located based on information provided.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests, which are not supported by fingerprints, will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records (except those allowed per state statute 24-72-703), and juvenile records are not available to the public.

The results attached are based on a name search which may or may not be the subject of this inquiry. This search does not include a fingerprint comparison, which is the only means of positive identification. Since an arrest record may be established after this inquiry, an arrest record is only valid at the time of the current request. To ensure the most current available information in regards to subsequent arrest after an initial inquiry, it is recommended another query be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law, and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Chris Schaefer, Director
Colorado Bureau of Investigation

COLORADO CRIMINAL HISTORY INFORMATION SHEET

1. WHO IS CRIMINAL JUSTICE/LAW ENFORCEMENT?

"Criminal justice agency" means any court with criminal jurisdiction and any agency of the state or of any county, city and county, town, boards of institutions of higher education, school district, special district, judicial district, or law enforcement authority which performs any activity directly relating to the detection or investigation of crime; the apprehension, pretrial release, posttrial release, prosecution, correctional supervision, rehabilitation, evaluation, or treatment of accused persons or criminal offenders; or criminal identification activities or the collection, storage, or dissemination of arrest and criminal records information.

2.DEFINE LAWFUL USE OF THE RECORDS.

Records shall not be used by any person for the purpose of soliciting business for pecuniary gain. The official custodian shall deny any person access to records of official actions and criminal justice records unless such person signs a statement which affirms that such records shall not be used for the direct solicitation of business for pecuniary gain.

3.WHO ARE FINGERPRINT CARD CONTRIBUTORS?

Fingerprint card contributors are "Criminal Justice Agencies," as defined above (#1).

4.WHAT IS A DISPOSITION?

"Disposition" means a decision not to file criminal charges after arrest; the conclusion of criminal proceedings, including conviction, acquittal, or acquittal by reason of insanity; the dismissal, abandonment, or indefinite postponement of criminal proceedings; formal diversion from prosecution; sentencing, correctional supervision, and release from correctional supervision, including terms and conditions thereof; outcome of appellate review of criminal proceedings; or executive clemency.

5.WHERE CAN I GET A DISPOSITION IF IT IS NOT POSTED TO MY CBI RECORD?

You can get copies of your dispositions from www.cocourts.com for a nominal fee. These records are also available from the courts in which you appeared. If your case never went to court, you may be able to get the records from the arresting agency itself (the police department or sheriff's office) or the district attorney's office in the jurisdiction where you were arrested.

6.WHAT JUVENILE RECORDS ARE RELEASED TO THE PUBLIC?

The records of law enforcement officers concerning juveniles, including identifying information, shall be identified as juvenile records and shall not be inspected by or disclosed to the public. The only Juvenile records released to the public are those juveniles that have been charged as adults. DUI and minor traffic violations are also releasable if the juvenile is over 16 years old when the offenses occur. Juvenile registered sex offender records will also be released.

7.WHAT IS A SEALED RECORD AND HOW CAN I GET MY RECORD SEALED?

A sealed record is available only to law enforcement, not to the general public. Any person in interest (party to the case) may petition the District Court to seal records by filing a civil action in the county in which any arrest and/or criminal records are filed. A separate civil case must be filed for each court case record you want sealed, unless both a county court case (F Case) and a district court case (CR case) were established as a result of the same offense. You can obtain information on sealing your record from the State Judicial website, www.courts.state.co.us, or from the courts in which you appeared.

8.WHO DO I CONTACT IF I HAVE A DISPUTE WITH MY RECORD?

Any person in interest who is provided access to any criminal justice records shall have the right to challenge the accuracy and completeness of records to which he has been given access, insofar as they pertain to him, and to request that said records be corrected. You can do a record challenge at CBI (for information on this procedure go to the website, www.cbi.state.co.us/id or call (303) 239-4208. You can also take your dispute directly to the arresting agency.

9.WHAT ARE COURT FILING ON DOCKET ENTRIES?

These entries on the CBI record are displayed electronically on the Colorado criminal history by the State Judicial Department. They are currently posted from district court cases and they are based on the court case number, the arrest number, the last name of the individual, and the arresting agency.

10. WHAT IS DOC INCARCERATION SENTENCE?

DOC Incarceration Sentence is not a new arrest entry on the criminal history. When a person is convicted of a crime and they are sentenced to the Department of Corrections, an entry is made into the criminal history showing the charge the person was convicted of and how long the jail sentence was.

11. WHAT SEX OFFENDER INFORMATION WILL BE RELEASED WITH THE RECORD?

For additional sex offender information please access the Colorado Sex Offender website, www.sor.state.co.us. The results of the CBI record check will show if the person being checked on is currently a registered sex offender. Sex offender charges do not necessarily require a person to register as a sex offender.

12. DOES CBI RELEASE WARRANT INFORMATION? WHAT IS A FUGITIVE OF OTHER JURISDICTION ENTRY?

CBI does not release warrant information to the public. If you know what agency the warrant is out of, you will need to contact that agency for the information. That agency may or may not be able to release the warrant information; depending on their policy regarding the release of such information. The website, www.cocourts.com, may also provide some warrant information. A Fugitive of Other Jurisdiction charge means that the person in question had a warrant out of one law enforcement agency and was arrested by another agency for that warrant. The person does not necessarily have an active warrant out for their arrest.

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

POWER OF ATTORNEY AGREEMENT

I, **Brian Rothenberg**, President and Secretary of Ovations Food Services, LLC (the 100% Member of applicant, Ovations Food Services, L.P., hereby appoint **Juan Carlos Velazquez**, as the Manager of the Mobile Convention Center, Mobile Civic Center and Saenger Theater, to act in my behalf in executing and processing the application paperwork for the City of Mobile and the Alabama Alcoholic Beverages Control Board. This power shall be in full force and effect on the date written below and shall remain in full force and effect until specifically extended or rescinded earlier by either party.

Dated: 4/18/2024

Brian Rothenberg

BEFORE ME, the undersigned authority, on this 18th day of April, 2024, personally appeared Brian Rothenberg to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Aaliyah Castro

NOTARY PUBLIC

My Commission Expires: 3/7/28

Commonwealth of Pennsylvania - Notary Seal
AALIYAH CASTRO - Notary Public
Philadelphia County
My Commission Expires March 7, 2028
Commission Number 1440780

STATE OF ALABAMA

AMENDMENT TO STATEMENT OF AUTHORITY
OF A FOREIGN LIMITED PARTNERSHIP (FLP)

PURPOSE: To amend the registration of a foreign partnership within 90 days after the change of facts described in the registration/filing pursuant to Section 10A-1-7.06 of the Code of Alabama 1975.

1. NOT REQUIRED. Delayed effective date ____/____/____ MUST be after date of receipt by Alabama Secretary of State's Office and not more than 90 days after signing of this document.

2. Alabama Entity ID Number (Format: 000-000-000): 000- 061-639 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

3. The legal name of the foreign entity as currently registered with the Alabama Secretary of State:

   Ovations Food Services LP

4. If amending the name of the foreign entity for use in Alabama, a copy of the name reservation certificate from this Office of the Alabama Secretary of State must be attached (must be acquired prior to submitting Amendment)

5. The name of the foreign entity has been legally changed to (insert "no change" if not applicable) :

   No change

6. The name of the foreign entity for use in Alabama only if different from the legal name* :

   *A fictitious name may be used only if the legal name is not available for use in Alabama or the name does not contain the word "Limited" or the abbreviation "Ltd." or the phrase "Limited Partnership" or the abbreviation "L.P." or "LP" (10A-1-7.07).

(For SOS Use Only)

Alabama
Sec. Of State

000-061-639 FLP

Date	07/21/2023
Time	13:57:40
File	$100.00
County	
Total	$100.00

AMENDMENT TO STATEMENT OF AUTHORITY OF A FOREIGN LIMITED PARTNERSHIP (FLP)

7. If a fictitious name is used, the undersigned certifies the resolution of the LP's governing authority to adopt the fictitious name for use in Alabama and affirms the Authority to make such a certification under 10A-1-7.07.

8. Detail any amendment to the registration information (may include, name change, change of principal address, change of jurisdiction of formation, general partners) – if more space is required you may enter See Attached and attach the details:
See attached.

If the registered agent/registered office address in Alabama has changed, you will need to file a Change of Registered Agent or Registered Office by Entity – the signature of the new agent is required on that form. The form may be obtained at www.sos.alabama.gov under the Business Services tab (below picture), Business Forms, then scroll down to the Registered Agent and/or Registered Office Changes category.

9. The undersigned certify that this foreign entity is a valid existing limited partnership in the state/country of formation.

10. The undersigned signatory authority certifies that the signature(s) meet the requirements of the *Code of Alabama 1975*, Section 10A-9A-2.03 to include, but not be limited to declarations regarding accuracy and penalty of perjury, and any copy requirements.

One or more partners may sign.

07 / 21 / 2023	Brian Rothenberg
Date	Signature of Partner Authorized
/ /	
Date	Signature of Partner Authorized
/ /	
Date	Signature of Partner Authorized

Amendment Details

Entity Info

Current Entity Name
Ovations Food Services LP

Entity ID
000-061-639

Type
Limited Partnership (LP)

Qualifying Date
2013-01-14

Principal Address

Original

Physical Address
3601 SOUTH BROAD STREET
PHILADELPHIA, PA 19148

Mailing Address
18228 US HIGHWAY 41 NORTH
LUTZ, FL 33549

Amended

Physical Address
150 Rouse Boulevard
4th Floor
PHILADELPHIA, PA 19112

Mailing Address
150 Rouse Boulevard
4th Floor
PHILADELPHIA, PA 19112

Partners and Addresses

Original

Partner	Street Address	Mailing Address
OVATIONS FOOD SERVICES INC	3601 S BROAD STREET PHILADELPHIA, PA 19148	3601 S BROAD STREET PHILADELPHIA, PA 19148

Amended

Partner	Street Address	Mailing Address	
OVATIONS FOOD SERVICES INC	3601 S BROAD STREET PHILADELPHIA, PA 19148	3601 S BROAD STREET PHILADELPHIA, PA 19148	(Deleted)
Ovations Food Services, LLC	150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112	150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112	(Added)

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
STATEMENT OF CORRECTION

PURPOSE: This Statement is to be used to correct an "incorrect" statement in a Foreign Limited Partnership Certificate of Authority pursuant to 10-9C-904(b), Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Statement of Correction and the $25.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
Entity Change FLP
061-639 2/21/2017
Date 17:00
Time 1 Pg
170222
File $25.00
Achn $.00
Exp $.00
Total $25.00
03/016

(For SOS Office Use Only)

☐ Copy of original filed (stamped by AL SOS) Foreign Limited Partnership Certificate of Authority is attached. If you attach the copy of the filed Certificate of Authority, you do not have to complete Items 1 and 2 below.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original filed Certificate of Authority), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the Partnership in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

2. The registered name of the Partnership used in Alabama:
Ovations Food Services, L.P.

3. Specify the incorrect information and the reason it is incorrect or the manner in which the signing was defective (specify attachment if necessary):

The General Partner is Ovations Food Services, LLC, 3601 S. Broad Street, Philadelphia, PA 19148

4. Correct the incorrect information or defective signature (specify attachment if necessary):

RECEIVED DATE
FEB 21 2017
SECRETARY OF STATE
OF ALABAMA

2/16/17
Date

Philip I. Weinberg, President
Typed or Printed Name of General Partner Signing Document

Signature of General Partner

FLP Correction - 7/2010

STATE OF ALABAMA

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 11/20/2015
Time 17:00
151201 2 Pg
File $25.00
Ackn $.00
Exp $.00
Total $25.00
01/023

(For SOS Office Use Only)

PURPOSE: To change an entity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5.32. Use a separate form for each separate Entity Identification (ID) number.

INSTRUCTIONS TO OBTAIN INFORMATION TO COMPLETE THIS FORM: You may obtain the Entity ID Number on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, type the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number (item 1 below). If you click on that number, you can view the Business Entity Details page to determine that you have located the correct entity. This verification step is strongly recommended – refunds will not be made if you use the wrong number.

Mail two copies of this filing and the $25.00* fee to the Secretary of State, Business Services Division, PO Box 5616, Montgomery, Alabama, 36103-5616. You may pay by check, money order, or credit card. You may email to miscellaneous.filings@sos.alabama.gov or fax this filing to 334-240-3138 if you are paying with a credit card. Receipt of filings will only be acknowledge if the email method is used, we cannot search and acknowledge receipt of filings submitted via mail or fax. Your change will not be indexed if the credit card does not authorize and will be removed if the check is dishonored.

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (items 4, 5, and 6).

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639 **The change will not be processed without this number.**
2. The name of the entity as registered with the Secretary of State of Alabama:

   Ovations Food Services, LP
3. The name of the Registered Agent currently registered for this entity with the Secretary of State of Alabama: Charles Rousey

   Street (No PO Boxes) address of the Registered Office: _____

   _____ Mailing address of Registered Office (if different from street address): _____

NACS

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

4. Change the name of the Registered Agent (must be located in Alabama) for this entity to:

CT Corporation System

The new registered agent must sign the consent to appointment on page two prior to filing.

5. Change the street (No PO Boxes) address in Alabama of the Registered Office to: 2 North Jackson Street, Suite 605, Montgomery, AL 36104

6. Change the mailing address of the Registered Office (if different from street address) to:

7. The entity certifies that the street address of the registered office and the street address of the registered agent's business are the same.

I, the undersigned, certify that any change specified in this document is authorized by the entity.

10 / 21 / 2015
Date

Philip I. Weinberg, President of Ovations Food Services, Inc., its GP
Typed Name and Title of Signature for Entity Below

Signature of Person Authorized to Sign per 10A-1-4.01, *Alabama Code*

I, the undersigned, consent to appointment as registered agent for OVATIONS FOODSERVICES, LP (entity name in blank).

Vicki Ann Owens
Special Assistant Secretary

10/21/2015
Date

Typed Name of Agent Signature Below

Signature of Registered Agent

Expedited processing* is requested and the fee is included. Please fax the copy of the filed change to (10-digit fax number): ( ) or email to:

*Acknowledgment Copy: If you would like an acknowledgement copy of the filed document include a copy with your original filing (or if faxing or emailing we can charge you $3.00 for copies – check the box) along with a self-addressed envelope. All copies are mailed standard USPS unless envelopes with special postage or overnight courier envelopes are included with the request. Any overnight courier envelopes must have a completed airbill with the billing information completed and clearly marked "bill recipient." We do not return acknowledgement copies via fax or email unless expedited processing is requested (the fee is an additional $100.00 for processing within three business days after receipt of the filing).

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
CERTIFICATE OF AUTHORITY

PURPOSE: To register with the Secretary of State prior to transacting business in Alabama pursuant to Section 10-9C-902 of the Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Certificate, one (1) Certificate of Existence or Good Standing, and the $150.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
New Entity FLP
051-639 1/14/2013
Date 17:00
Time 5 Pg
130117
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
02/020

(For SOS Office Use Only)

1. Partnership Full Legal Name: Ovations Food Services LP

2. The registered name of the Partnership for use in Alabama (must contain the phrase Limited Partnership; the word Limited; or the abbreviation LP, L.P., or Ltd. and comply with Sections 10-9C-905 and 10-9C-108):

   Ovations Food Services LP

3. State/Country of Formation: Pennsylvania Full Date of Formation (mm/dd/yyyy): 03 / 23 / 2000

4. Street (No PO Boxes) Address of Principal Office in the State/Country of Formation: 3601 South Broad Street

   Philadelphia, PA 19148

   Mailing Address (if different)

5. The Name of the Registered Agent In Alabama: Charles Rousey

   Street (No PO Boxes) Address of Registered Agent in Alabama: 200 Stonecreek Place, Calera, AL 35040

   Mailing Address of Registered Agent in Alabama (if different from street addre

6. The names, street addresses, and mailing addresses for each of the general partners must be attached pursuant to Section 10-9C-902(a)(5). Use page 2 of this document to provide this information. Add additional pages if necessary to include all general partners (you may duplicate a blank page 2 for use in adding additional pages).

Kenneth Young, President/Director Leisure & Recreation Consultants
Typed or Printed Name of General Partner Signing Document

1/11/13
Date

Kenneth Young
Signature of General Partner

FOREIGN LIMITED PARTNERSHIP (LP) CERTIFICATE OF AUTHORITY

The name of the General Partner: Leisure & Recreation Consultants Inc. (Managing Partner)

Street (No PO Boxes) address of General Partner:

Mailing address of General Partner (if different from Street Address):

The name of the General Partner: Ovations Food Services Inc (General Partner)

Street (No PO Boxes) address of General Partner: 3601 South Broad Street, Philadelphia, PA 19148

Mailing address of General Partner (if different from Street Addre

The name of the General Partner: Comcast Spectacor Ventures LLC (Limited Partner)

Street (No PO Boxes) address of General Partner: 3601 South Broad Street, Philadelphia, PA 19148

Mailing address of General Partner (if different from Street Addres

The name of the General Partner: Kenneth Young–President/Director Leisure & Recreation Consultants Inc

Street (No PO Boxes) address of General Partn

Mailing address of General Partner (if different from Street Address):

Ovations Food Services, LP

Mailing Address:
Ovations Food Services, LP
18228 US Highway 41 North
Lutz, FL 33549
Phone: 813-948-6900
Fax: 813-948-6565

Federal ID: 23-3035417
State of Incorporation: Pennsylvania
Ovations Food Services, LP
3601 South Broad Street
Philadelphia, PA 19148

Ovations Food Services, LP Partnership Interest:

Leisure & Recreation Consultants, Inc. (Managing Partner)
0.59% General Partner
17.06 % Limited Partner
18228 US Highway 41 North
Lutz, FL 33549
Federal ID: 59-3461576

Directors/Officers of Leisure & Recreation Consultants, Inc.:
Kenneth Young, Director/President
Home Addre
Home Phone:

Philip I. Weinberg, Vice President/Secretary
Home Address:
Home Phone:

Ovations Food Services, Inc.
0.59% General Partner
3601 South Broad Street
Philadelphia, PA 19148
Fed ID: 23-3035415

Director/Officer of Ovations Food Services, Inc.:
Philip I. Weinberg, Director/President/Secretary
Home Address:
Home Phone:

Comcast Spectacor Ventures, LLC
81.76% Limited Partner
3601 South Broad Street
Philadelphia, PA 19148
Fed ID: 20-5916520

Alabama
Sec. Of State

New Entity
061-639 FLP
Date 1/14/2013
Time 17:00
130117 5 Pg

File $150.00
Ackn $.00
Exp $100.00

Total $250.00
02/020

01/11/2013

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama 1975*, and upon an examination of the entity records on file in this office, the following entity name is registered as available:

Ovations Food Services LP

This foreign limited partnership was formed in Pennsylvania as Ovations Food Services LP and is for the exclusive use of Ovations Food Services LP, 18228 US Highway 41 N, Lutz, FL 33549 for a period of one year beginning January 10, 2013 and expiring January 10, 2014.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

01/10/2013

Date

Beth Chapman

Beth Chapman **Secretary of State**

144-517

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

JANUARY 11, 2013

Alabama
Sec. Of State
New Entity FLP
051-639 1/14/2013
Date 17:00
Time 5 Pg
130117
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
02/020

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

OVATIONS FOOD SERVICES, L.P.

is duly registered as a Pennsylvania Limited Partnership under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.

SECRETARY OF THE COMMONWEALTH
PENNSYLVANIA

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Carol Aichele

Secretary of the Commonwealth

Certification Number: 10788075-1
Verify this certificate online at http://www.corporations.state.pa.us/corp/soskb/verify.asp

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
STATEMENT OF CORRECTION

PURPOSE: This Statement is to be used to correct an "incorrect" statement in a Foreign Limited Partnership Certificate of Authority pursuant to 10-9C-904(b), Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Statement of Correction and the $25.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 7/01/2013
Time 17:00
130826 1 Pg
File $25.00
Ackn $.00
Exp $.00
Total $25.00
01/013

(For SOS Office Use Only)

☐ Copy of original filed (stamped by AL SOS) Foreign Limited Partnership Certificate of Authority is attached. If you attach the copy of the filed Certificate of Authority, you do not have to complete Items 1 and 2 below.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original filed Certificate of Authority), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the Partnership in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

2. The registered name of the Partnership used in Alabama:
Ovations Food Services, LP

3. Specify the incorrect information and the reason it is incorrect or the manner in which the signing was defective (specify attachment if necessary):

1) General Partner Information is incorrect (need to delete Comcast Spectacor Ventures and Kenneth Young)

2) Mailing Address for General Partner - Ovations Food Services, Inc. is incorrect

4. Correct the incorrect information or defective signature (specify attachment if necessary):

1) General Partners are Leisure & Recreation Consultants, Inc. AND Ovations Food Services, Inc.

2) Correct mailing address for Ovations Food Services, Inc. is 3601 S. Broad Street, Philadelphia, PA 19148

06 / 12 / 2013
Date

Philip I. Weinberg, President & Secretary, Ovations Food Services, Inc.
Typed or Printed Name of General Partner Signing Document

Signature of General Partner

FLP Correction - 7/2010

200023-1685

Microfilm Number_____

Entity Number 2932017

Filed with the Department of State on MAR 2 3 2000

Secretary of the Commonwealth

CERTIFICATE OF LIMITED PARTNERSHIP

DSCB:15-8511 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

1 The name of the limited partnership is: Ovations Food Services, L.P.

2. The (a) address of this limited partnership's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) First Union Center, 3601 South Broad Street (Number and Street) Philadelphia (City) PA (State) 19148 (Zip) Philadelphia (County)

(b) c/o: _____ (Name of Commercial Registered Office Provider) _____ (County)

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

3. The name and business address of each general partner of the partnership is:

Name	Address
Leisure & Recreation Consultants, Inc.	10012 N. Dale Mabry, Suite 215, Tampa, FL 33618
Ovations Food Services, Inc.	First Union Center, 3601 South Broad Street, Philadelphia, PA 19148

4. (Check, and if appropriate complete, one of the following):

_X_ The formation of the limited partnership shall be effective upon filing this Certificate of Limited Partnership in the Department of State.

___ The formation of the limited partnership shall be effective on: _____ (Date) at _____ (Hour)

5. The specified effective date, if any, is: _____ (month day year hour, if any)

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this Certificate of Limited Partnership this 22nd day of March, 20 00.

LEISURE & RECREATION CONSULTANTS, INC.
MANAGING GENERAL PARTNER

BY: _____
NAME: Robert J. Toppi
TITLE: President

OVATIONS FOOD SERVICES, INC.
SPECIAL GENERAL PARTNER

BY: _____
NAME: Scott Lipton
TITLE: Vice President

DSCB:15-8511 (Rev 90) PA. DEPT. OF STATE

2000 MAR 23 PM 2:55

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Ovations Food Services LP a Pennsylvania entity, qualified in the State of Alabama on January 14, 2013. The Alabama Entity Identification number for this entity is 000-061-639. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

04/01/2024

Date

Wes Allen **Secretary of State**

20240401000021718

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457688248
Jan 28, 2011 LTR 147C
23-3035417

OVATIONS FOOD SERVICES L P
18228 N US HIGHWAY 41
LUTZ FL 33549-4400 288

Taxpayer Identification Number: 23-3035417

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of October 19th, 2010.

Your Employer Identification Number (EIN) is 23-3035417. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Carter

Mrs. Carter
1001511751
Customer Service Representative

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

OVATIONS FOOD SERVICES LP
5050 S SYRACUSE ST 8
DENVER, CO 80237-3375

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R008372039	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722310

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Janet N. Stephenson
Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L0838391008

OVATIONS FOOD SERVICES LP

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

MOBILE CONVENTION CENTER AS SHOWN ON PLAT REC IN MBK 49 PG31 #SEC 40 T4S R1W #MP29 06 40 0 001

Ownership Type	Company Name

The above described property is ☐ Owned ■ Leased to/by **Ovations Food Services, L.P.**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 18th day of April 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Aaliyah Castro	Aaliyah Castro	3/7/2028

Notary Stamp

Owner of Property (Print Name)

W J Stimpson

Owner of Property (Signature)

205 Government Street

Street Address

Mobile, AL 36602

City, State, Zip

Date Agreement Signed

Applicant Name (Print Name)

Brian Rothenberg

Applicant Name (Signature)

150 Rouse Blvd

Street Address

Philadelphia, PA 19112

City, State, Zip

4/18/24

Date Agreement Signed

My Place

- **Parcel Information:**

Key / ID:
00733969 / R022906400001005.000
Owner:
Mobile City of Real Estate Dept, 4th Floor
P O Box 1827
Office of City Clerk

Mobile, Al 36633

Subdivision:
Mobile Convention Center

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
2

- **Township/Range/Section:**
4s1w13

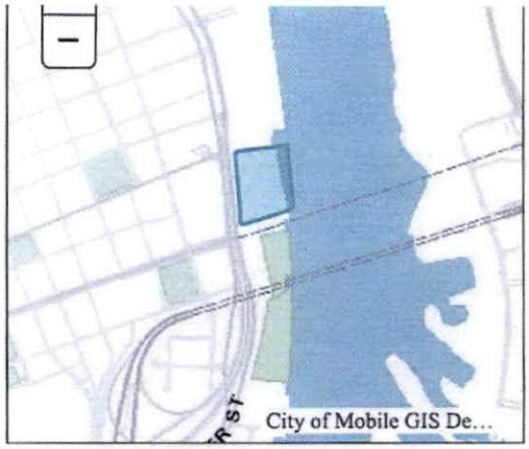
- **Tract Census 2010:**
001200

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1799334.856
Y: 252236.527

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Central Station 3

- **Garbage Pickup Day:**
Commercial Mon, Thu, Sat -Residential - Tuesday - Route Loop

- **Police Precinct / Beat:**
Precinct - 5 / Beat - 50

- **Community Action Group:**
N/A

- **Trash Pickup Day:**
N/A

Political:

- **City Council District:**
2 - William Carroll
- **County Commissioner District:** 1
- **State House District:** 97
- **State Senate District:** 33

School:

- **Elementary School District:**
Howard
- **High School District:**
B C Rain
- **Middle School District:**
Calloway Smith
- **School Board District:** 4

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

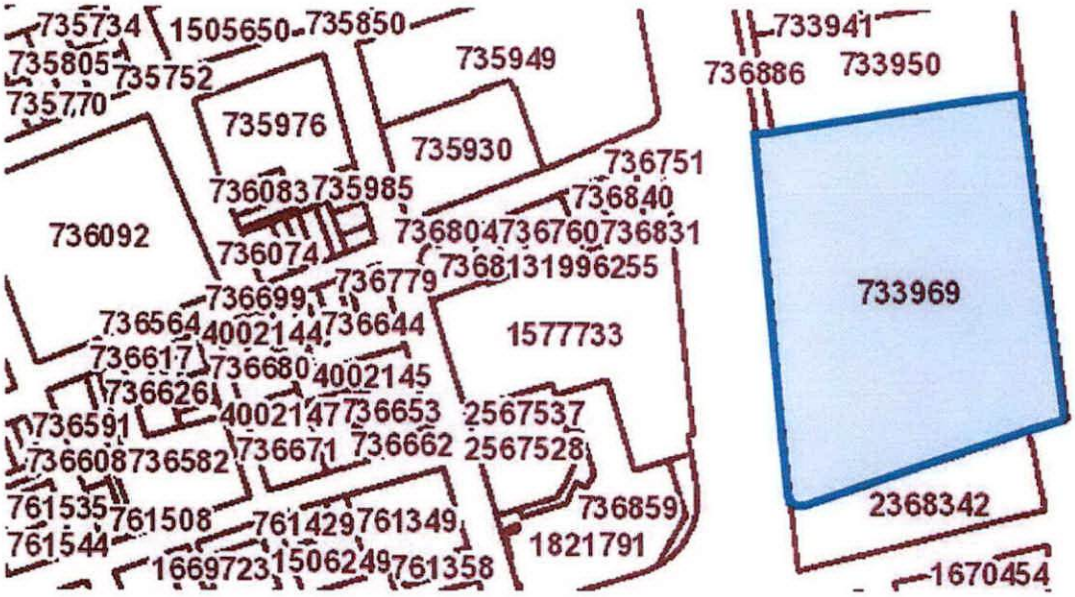
TextMyGov

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Mobile County Property Search

Key Number: 733969 For Year 2023

Map



Property Details

Account	
Key Number:	733969
Legal Description:	MOBILE CONVENTION CENTER AS SHOWN ON PLAT REC IN MBK 49 PG 31 #SEC 40 T4S R1W #MP29 06 40 0 001
Parcel Number:	2906400001005XXX
Type:	Real
Property Class:	2
Location	
Address:	1 S WATER ST MOBILE, AL 36602
Owner	
Name:	MOBILE CITY OF
Mailing Address:	P O BOX 1827 OFFICE OF CITY CLERK MOBILE , AL 36633
Exemptions:	OTH - OTHER EXEMPTION. COMPLETELY EXEMPT For privacy reasons not all exemptions are shown online.

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

MOBILE CONVENTION CENTER

Location Address

1 SOUTH WATER STREET

Application Number

2024 - 5653

Notice Post Date @ Location

05/17/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 28, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

01-263 **2024**

RESOLUTION

Sponsored by Mayor William S. Stimpson, and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to execute, for and on behalf of the City of Mobile, a management agreement with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360, to manage the Arthur R. Outlaw Mobile Convention Center and the Saenger Theater. Term shall begin on Effective Date, with the Term described in detail in Section 4 with said terms and conditions more fully set out in the document attached hereto and made a part hereof. A copy is on file in the office of the City Clerk.

Adopted: MAR 26 2024

City Clerk

MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of June, 2024 ("**Effective Date**"), by and between the City of Mobile, Alabama ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 ("**Manager**"). City and Manager are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, City owns (i) a convention center consisting of approximately 300,000 total square feet, known as the Arthur R. Outlaw Convention Center (the "**Convention Center**"), and (ii) a theater with a capacity of 1,900, known as the Saenger Theatre (the "**Saenger Theatre**"), each of which is located in the City of Mobile, Alabama (each of the Convention Center and Saenger Theatre is sometimes referred to herein as a "**Facility**" and, collectively, as the "**Facilities**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facilities and entered into in the ordinary course of operating the Facilities. All Booking Contracts will be negotiated by and entered into by Manager; and Manager will be responsible for the administration of the Booking Contracts.

Buyout Amount: shall have the meaning given to such term in Section 12.4.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additions or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than $5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one (1) year.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA

By: _____
Name: William S. Stimpson
Title: Mayor

ATTEST
By: _____
Name: ~~Lisa C. Lambert~~ Lana Pafenbach
Title: City Clerk ~~ASSISTANT~~

SEAL OF THE CITY OF MOBILE, ALABAMA
FROM ENCHANTING TRADITION EXPLORING PROGRESS
MOBILE ALABAMA
FOUNDED 1702

GLOBAL SPECTRUM, L.P.,
d/b/a OVG 360

By: Global Spectrum, LLC, its general Partner

By: _____
Name: Brian Rothenberg
Title: President

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

I. **Convention Center**

II. **Saenger Theatre**

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☐ No ☒ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☒ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Ovations Food Services, L.P.	**Mobile Convention Center**

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
One South Water Street	**MOBILE**	**AL**	**36602**

Business Contact Person Information

Name	Title	Phone	Email
Jessica A. Morey	Paralegal		norey@skenelawfirm.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
317000	N/A	N/A	YES	B-4	YES

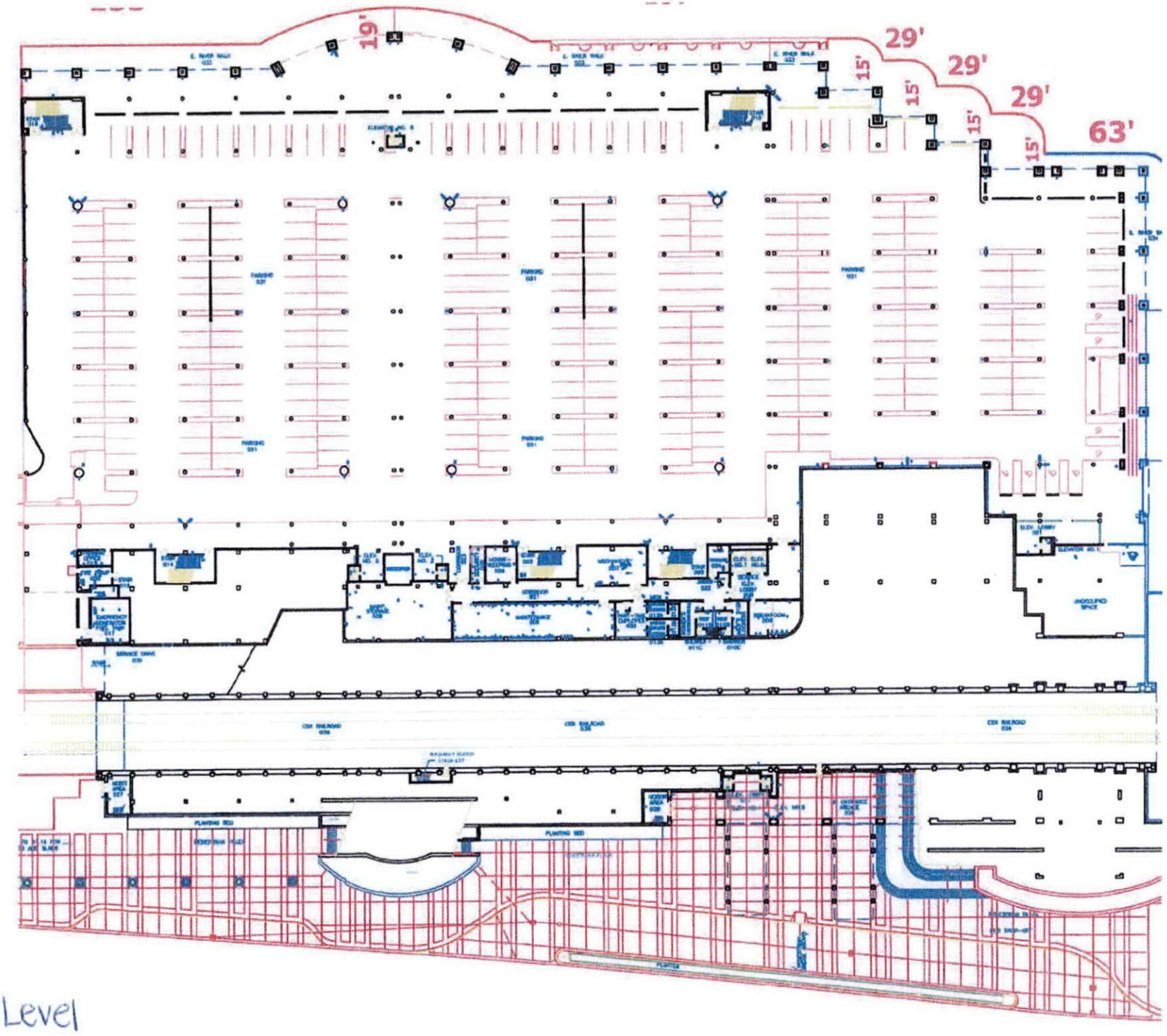
Comments

Property owned and operated by the City of Mobile. As such, the property is exempt from zoning regulations.

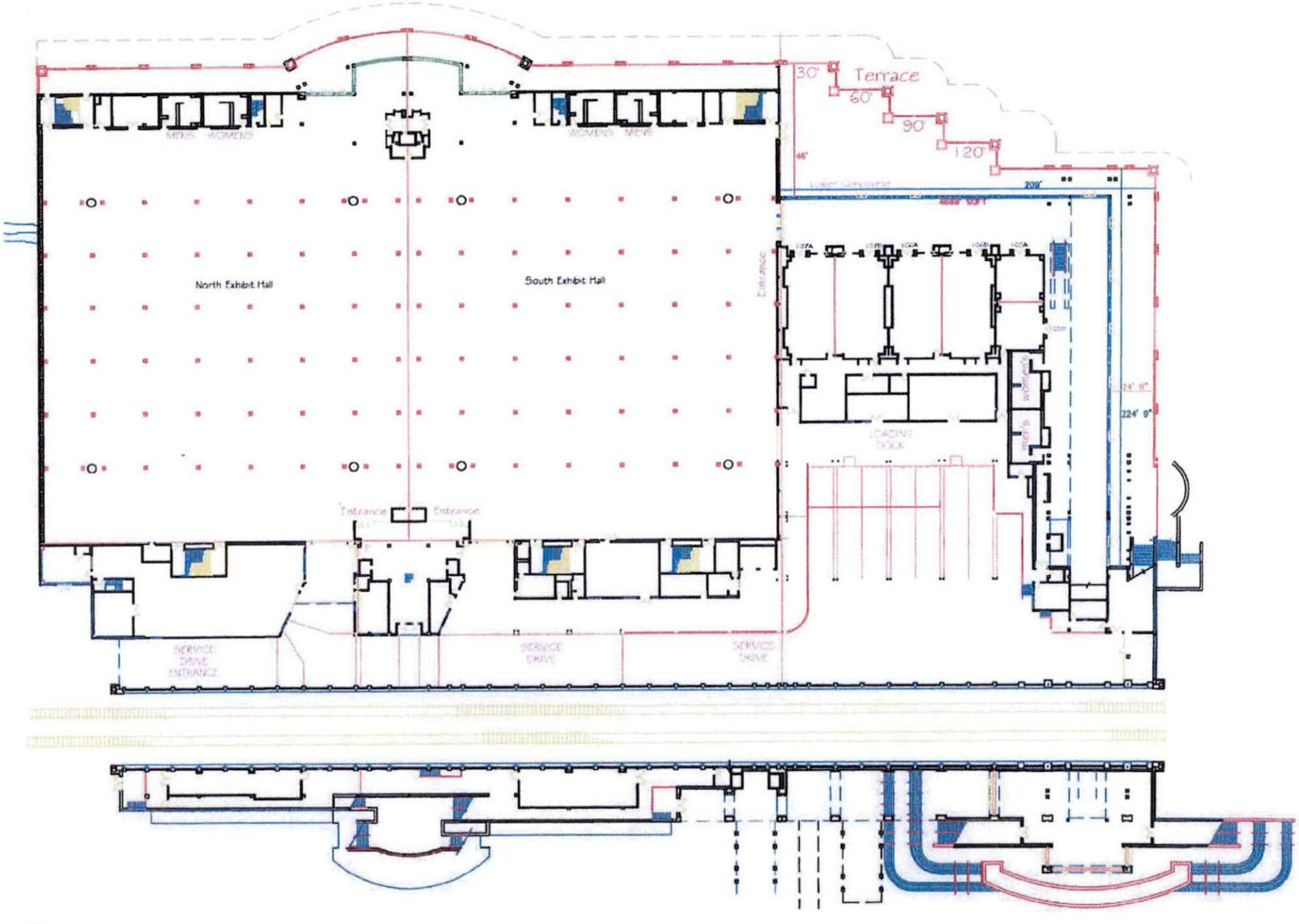
Print Name	Signature	Date
PAYTON ROGERS	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.04.26 11:54:41-05'00'	4/26/2024

Mobile Convention Center:

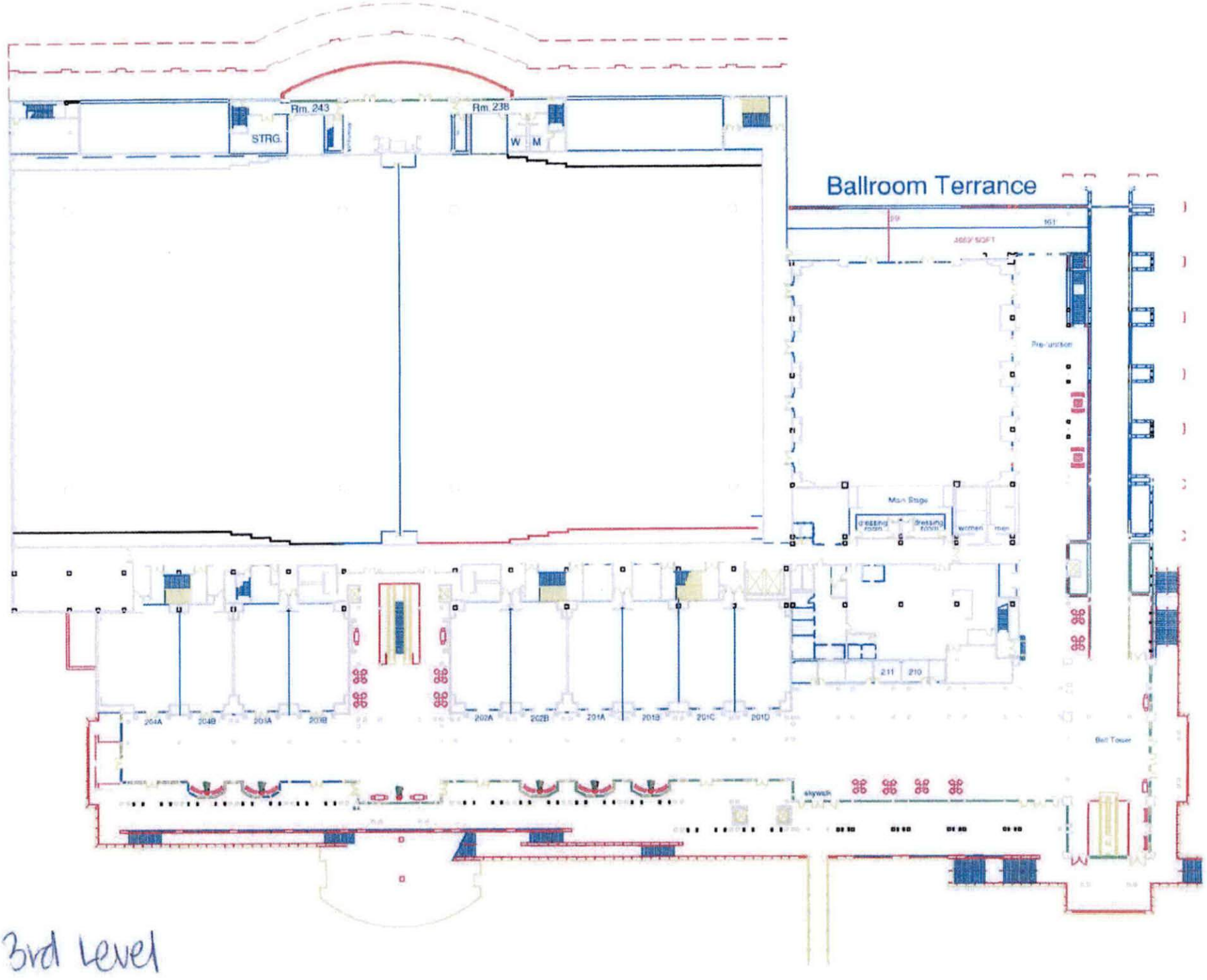
1. Provide a diagram of each premises showing all areas to be licensed (including any outdoor areas). **Levels 1-3 drawings**
2. Provide the square footage of the entire building. **317,000**
3. Provide the square footage of the service and consumption area. **206,088**
4. Provide the seating capacity in consumption area. **There is no fixed seating, but the largest room can accommodate approximately 4200 while various rooms can accommodate anywhere from 100 to 1500**
5. Advise if there will be any outdoor seating areas. **Yes, there is outdoor seating. Approximately seating for 100**
6. Provide the number of parking spaces. **300**



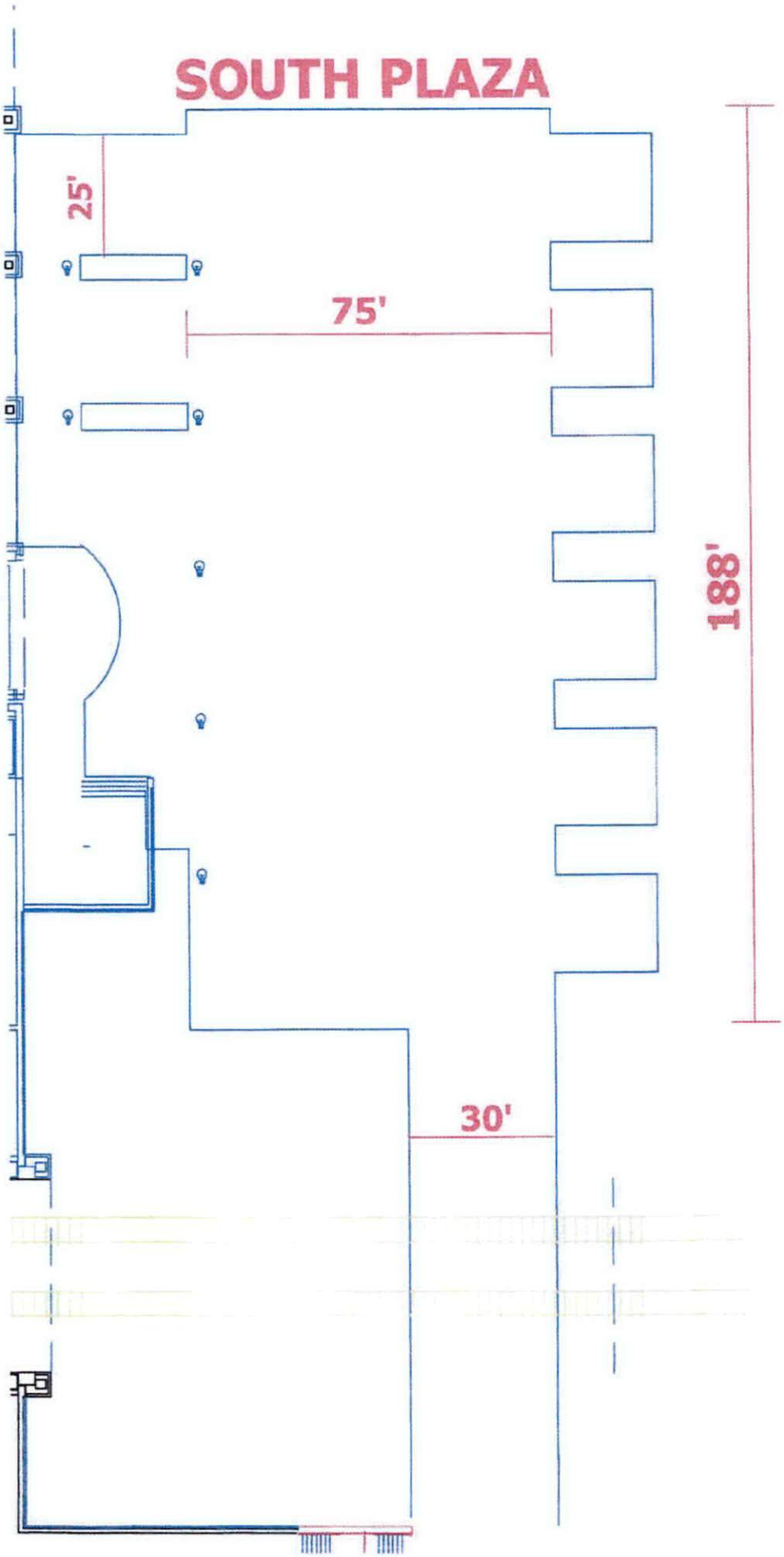
1st Level


Terrace
30'
60'
90'
120'
North Exhibit Hall
South Exhibit Hall
Entrance
Entrance
Entrance
LOADING DOCK
SERVICE DRIVE ENTRANCE
SERVICE DRIVE
SERVICE DRIVE

2nd Level


Rm. 243
STRG.
Rm. 238
W
M
Ballroom Terrance
Pre-function
Main Stage
dressing room
dressing room
women
men
211
210
204A
204B
203A
203B
202A
202B
201A
201B
201C
201D
Bell Tower
skywalk

3rd Level


SOUTH PLAZA
25'
75'
188'
30'

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

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

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/20/2024 - 3:52 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail More than 30 Days License
Submitted by:	Ovations Food Services, L P
Location:	Saenger Theatre 6 South Joachim Street Mobile, AL 36602

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5652	128791	2	May 28, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
OVATIONS FOOD SERVICES L P

Trade Name (DBA)
SAENGER THEATRE

Location Address
6 SOUTH JOACHIM STREET

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5652	128791	2	May 28, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

SAENGER THEATRE

Location Address

6 SOUTH JOACHIM STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5652	128791	2	May 28, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

SAENGER THEATRE

Location Address

6 SOUTH JOACHIM STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
JESSICA A MOREY	PARALEGAL	NO	[redacted]	JMOREY@AKENELAWFIRM.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 06/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/17/2024	TRANSFER - OWNERSHIP	2024 - 5652	128791	2	May 28, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	

Business Information

Legal Business Name	Trade Name (DBA)
OVATIONS FOOD SERVICES L P	SAENGER THEATRE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LP - LIMITED PARTNERSHIP	03/23/2000	000-061-639	AL	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
23-3035417	R008372039		

Physical Address (Street Address, Suite #)	City	State	Zip Code
6 SOUTH JOACHIM STREET	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
150 ROUSE BLVD FL 3	PHILIDELPHIA	PA	19112

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	EVENT HALL	N/A

Contact Person Information

Name	Title	POA	Phone	Email
JESSICA A MOREY	PARALEGAL	NO		JMOREY@AKENELAWFIRM.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
SMG	SMG SAENGER THEATRE

ABC License Type	License Number	Any ABC Pending Actions
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	010307349	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
CITY OF MOBILE	(251) 208-7888	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
43,456	14,262	YES	YES	MULTI STORY	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
ROTHENBERG, BRIAN P	PRESIDENT		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
GABER, KENNETH JOSEPH	VICE PRESIDENT		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
VELAZQUEZ, JUAN CARLOS				
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Juan Velazquez	5/17/2024
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	POA

Sworn to and subscribed before me this 17 day of May 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

Skinner, Shawn

From: Skinner, Shawn
Sent: Thursday, May 16, 2024 5:32 PM
To: Jessica Morey
Cc: Lisa Miller
Subject: RE: CITY OF MOBILE ABC

Thank you for the verification.

Juan is scheduled to come into the office on Friday 17th at 830a to sign the ABC paperwork and pay the application fee for each location.

MOBILE
ALABAMA

SHAWN SKINNER
CUSTOMER SERVICE SUPERVISOR
REVENUE DEPARTMENT

City of Mobile
P.O. BOX 3065
MOBILE, AL 36652-3065
Office (251) 208-7865
Cellular (251) 605-0633
Facsimile (251) 208-7954
shawn.skinner@cityofmobile.org

From: Jessica Morey <jmorey@skenelawfirm.com>
Sent: Thursday, May 16, 2024 5:24 PM
To: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Cc: Lisa Miller <lmiller@skenelawfirm.com>
Subject: RE: CITY OF MOBILE ABC

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

Hi Shawn,

Please be advised that Mr. Rothenberg and Mr. Gaber are not named on any Alabama (state or local) liquor licenses.

Do not hesitate to contact me with any other questions. Thank you.

Jessica A. Morey
Paralegal
Skene Law Firm, P.C.
2614 Route 516, 2nd Floor
Old Bridge, NJ 08857

(732) 727-5030 (V)
(732) 727-5028 (F)

jmorey@skenelawfirm.com

From: Skinner, Shawn <shawn.skinner@cityofmobile.org>
Sent: Thursday, May 16, 2024 5:53 PM
To: Jessica Morey <jmorey@skenelawfirm.com>
Subject: CITY OF MOBILE ABC

Jessica,
Just to verify .. Brian P Rothenberg or Kenneth J Gaber's name is not on any ABC license in any city in the State of Alabama.
If yes ... then I need the following information for each city (license) ...

Company Legal Business Name
Company DBA
Company Physical Location

Thank you

MOBILE
ALABAMA

SHAWN SKINNER
CUSTOMER SERVICE SUPERVISOR
REVENUE DEPARTMENT

City of Mobile
P.O. BOX 3065
MOBILE, AL 36652-3065
Office (251) 208-7865
Cellular (251) 605-0633
Fascimile (251) 208-7954
shawn.skinner@cityofmobile.org

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

OVATIONS FOOD SERVICES L P dba **SAENGER THEATRE**

has made application to the City Council of the City of Mobile for a

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at **6 SOUTH JOACHIM STREET** , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

May 28, 2024

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

May 16, 2024

SAENGER THEATRE

6 SOUTH JOACHIM STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 128791 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1798412	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

05/17/2024 08:39AM MARCELYN
040309-0001

BUSINESS LICENSE

OVATIONS FOOD SERVICES LP	
128793	
2024 Item: 1798410	
ALCOHOL APPLICATION FEE	$50.00
OVATIONS FOOD SERVICES LP	
128792	
2024 Item: 1798411	
ALCOHOL APPLICATION FEE	$50.00
OVATIONS FOOD SERVICES LP	
128791	
2024 Item: 1798412	
ALCOHOL APPLICATION FEE	$50.00

	$150.00
Subtotal	**$150.00**
TP CC FEE	$4.50
Total	**$154.50**
REVENUE CC	$154.50
Visa **********5767	

Ref=3781a481-42a1-4b6e-8ce1-5947c45a0a08
Auth=093916

Change due	**$0.00**

Paid by: VELAZQUEZ/JUAN

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2023-2024

LICENSE EXPIRES SEPTEMBER 30, 2024
RENEW LICENSE(S) BEFORE AUGUST 1, 2024

Confirmation Number: 20230727000013558

Renewal Period: June 1, 2024 Through July 31, 2024

License Number: 010307349

County:	MOBILE	Tobacco Business Type:	53	Vending Machines:	0
Effective Date:	10/01/2023	Printed Date:	07/27/2023		

Trade Name: **SMG SAENGER THEATRE**

Licensee: **SMG**

Location: **6 S JOACHIM ST**
MOBILE **AL** **36602**

Mailing Address: **6 S. JOACHIM STREET**
MOBILE **AL** **36602**

160 SPECIAL RETAIL - MORE THAN 30 DAYS
Restrictions on File.

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

102052

Curtis E. Stewart

ADMINISTRATOR

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240507151709555

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SMG
Address: 6 S JOACHIM ST
MOBILE, AL 36602
Telephone: 251-208-7186

NEW APPLICANT:
OVATIONS FOOD SERVICES L P
Address: 150 ROUSE BLVD FL 3
PHILADELPHIA, PA 19112
Telephone: 732-727-5030

Current License No: 160-010307349

LICENSED PREMISES ADDRESS: 6 S JOACHIM ST MOBILE, AL 36602

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 20 day of May, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Print Name: Tyson Velazquez
Title: POA

WITNESS: (By ABC Enforcement) Sandy Dunham
Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240507151709555

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** **County:**

Type License: **State:** **County:**

Trade Name: SAENGER THEATRE **Filing Fee:**

Applicant: OVATIONS FOOD SERVICES L P **Transfer Fee:** $50.00

Location Address: 6 S JOACHIM ST MOBILE, AL 36602

Mailing Address: 150 ROUSE BLVD FL 3 PHILADELPHIA, PA 19112

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLP

Book, Page, or Document info: 2932017

Do you sell Draft Beer?:

Date Incorporated: 03/23/2000 **State incorporated:** PA **County Incorporated:** PHILADELPHIA

Date of Authority: 01/14/2013

Federal Tax ID: 23-3035417 **Alabama State Sales Tax ID:** R008372039

Name:	Title:	Date and Place of Birth:	Residence Address:
KENNETH JOSEPH GABER 1	MEMBER		GREI
BRIAN P ROTHENBERG IJ	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JESSICA MOREY
Business Phone: 732-727-5030
Fax:

Home Phone: 737-727-5030
Cell Phone: 908-510-4467
E-mail: JMOREY@SKENELAWFIRM.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240507151709555

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-7865
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 33600 Display Square Footage:
Building seating capacity: 1921 Does Licensed premises include a patio area? NO
License Structure: MULTI STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240507151709555

Signature page

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Juan Velazquez

Signature of Applicant:

Notary Name (print): LISA KAHL

Notary Signature: Lisa Kahl

LISA KAHL MY COMMISSION EXPIRES JANUARY 24, 2028 NOTARY PUBLIC STATE OF ALABAMA

Commission Expires: 1/24/28

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240507151709555

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less? NO
More than 30 days? YES

Franchisee or Concessionaire of above? NO
Other valid responsible organization: NO
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

BEG NE COR LOT 2 BLK 13 E CHURCH ST AREA 1ST ADD MBK 19/133 TH SLY 1132 FT-S- TH WLY 79 FT -S- TH SLY 110 FT NLY 950 FT -S- TH ELY 813.6 FT TH NLY 2.43 FT TH E BEING LOT 1 & PT LOT 2 BLK ST AREA UNIT 24 MAP #1 MBK 25 P 14 EXEMPT FOR CITY OF MOBILE #SEC 40 T4S R1W #MP29 06 40 0 011

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by **Ovations Food Services, L.P.**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 18th day of April 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Aaliyah Castro	Aaliyah Castro	3/7/2028

Notary Stamp

Commonwealth of Pennsylvania - Notary Seal
AALIYAH CASTRO - Notary Public
Philadelphia County
My Commission Expires March 7, 2028
Commission Number 1440780

Owner of Property (Print Name)	Applicant Name (Print Name)
	Brian Rothenberg
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
	150 Louse Blvd
City, State, Zip	City, State, Zip
	Philadelphia, PA 19112
Date Agreement Signed	Date Agreement Signed
	4/18/24

| Application Property Ownership

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

MATTHEW J. PLATKIN
Attorney General

PATRICK J. CALLAHAN
Colonel

DATE FINGERPRINTED:
05/05/2023

TO: Brian P. Rothenberg

PCN: 496601087234

RE: NAME: Brian P. Rothenberg

DATE OF BIRT

Dear Sir/Madam:

Pursuant to your request for a New Jersey criminal history background check, this letter is to confirm that a fingerprint-based search of the New Jersey Automated Fingerprint Identification System and New Jersey Computerized Criminal History system was conducted. These searches failed to reveal any criminal history record information indexed by the New Jersey State Police (NJSP), State Bureau of Identification (SBI) that occurred prior to the fingerprint date listed above.

Any questions concerning the above, please contact the Criminal Information Unit at (609) 882-2000, extension 2918.

Sincerely,
Mark Finnegan, Major
Commanding Officer
Identification & Information Technology Section

FOR COLONEL PATRICK J. CALLAHAN
SUPERINTENDENT

BY:
Mark L. Beardsley, Sergeant First Class
Unit Head, Criminal Information Unit
State Bureau of Identification

"An Internationally Accredited Agency"

New Jersey Is An Equal Opportunity Employer
Printed on Recycled Paper and Recyclable

HONOR
STATE POLICE N.J.
DUTY FIDELITY

COLORADO
Bureau of Investigation
Department of Public Safety

Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215
303-239-4208

SKENE, ROBERT
2614 ROUTE 516, 2ND FL,
OLD BRIDGE, NJ 08857

Date: 04/04/2024 09:17:05(MT)

RE: GABER, KENNETH DO[redacted]

No Colorado Record of arrest has been located based on information provided.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests, which are not supported by fingerprints, will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records (except those allowed per state statute 24-72-703), and juvenile records are not available to the public.

The results attached are based on a name search which may or may not be the subject of this inquiry. This search does not include a fingerprint comparison, which is the only means of positive identification. Since an arrest record may be established after this inquiry, an arrest record is only valid at the time of the current request. To ensure the most current available information in regards to subsequent arrest after an initial inquiry, it is recommended another query be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law, and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Chris Schaefer, Director
Colorado Bureau of Investigation

COLORADO CRIMINAL HISTORY INFORMATION SHEET

1. WHO IS CRIMINAL JUSTICE/LAW ENFORCEMENT?

"Criminal justice agency" means any court with criminal jurisdiction and any agency of the state or of any county, city and county, town, boards of institutions of higher education, school district, special district, judicial district, or law enforcement authority which performs any activity directly relating to the detection or investigation of crime; the apprehension, pretrial release, posttrial release, prosecution, correctional supervision, rehabilitation, evaluation, or treatment of accused persons or criminal offenders; or criminal identification activities or the collection, storage, or dissemination of arrest and criminal records information.

2.DEFINE LAWFUL USE OF THE RECORDS.

Records shall not be used by any person for the purpose of soliciting business for pecuniary gain. The official custodian shall deny any person access to records of official actions and criminal justice records unless such person signs a statement which affirms that such records shall not be used for the direct solicitation of business for pecuniary gain.

3.WHO ARE FINGERPRINT CARD CONTRIBUTORS?

Fingerprint card contributors are "Criminal Justice Agencies," as defined above (#1).

4.WHAT IS A DISPOSITION?

"Disposition" means a decision not to file criminal charges after arrest; the conclusion of criminal proceedings, including conviction, acquittal, or acquittal by reason of insanity; the dismissal, abandonment, or indefinite postponement of criminal proceedings; formal diversion from prosecution; sentencing, correctional supervision, and release from correctional supervision, including terms and conditions thereof; outcome of appellate review of criminal proceedings; or executive clemency.

5.WHERE CAN I GET A DISPOSITION IF IT IS NOT POSTED TO MY CBI RECORD?

You can get copies of your dispositions from www.cocourts.com for a nominal fee. These records are also available from the courts in which you appeared. If your case never went to court, you may be able to get the records from the arresting agency itself (the police department or sheriff's office) or the district attorney's office in the jurisdiction where you were arrested.

6.WHAT JUVENILE RECORDS ARE RELEASED TO THE PUBLIC?

The records of law enforcement officers concerning juveniles, including identifying information, shall be identified as juvenile records and shall not be inspected by or disclosed to the public. The only Juvenile records released to the public are those juveniles that have been charged as adults. DUI and minor traffic violations are also releasable if the juvenile is over 16 years old when the offenses occur. Juvenile registered sex offender records will also be released.

7.WHAT IS A SEALED RECORD AND HOW CAN I GET MY RECORD SEALED?

A sealed record is available only to law enforcement, not to the general public. Any person in interest (party to the case) may petition the District Court to seal records by filing a civil action in the county in which any arrest and/or criminal records are filed. A separate civil case must be filed for each court case record you want sealed, unless both a county court case (F Case) and a district court case (CR case) were established as a result of the same offense. You can obtain information on sealing your record from the State Judicial website, www.courts.state.co.us, or from the courts in which you appeared.

8.WHO DO I CONTACT IF I HAVE A DISPUTE WITH MY RECORD?

Any person in interest who is provided access to any criminal justice records shall have the right to challenge the accuracy and completeness of records to which he has been given access, insofar as they pertain to him, and to request that said records be corrected. You can do a record challenge at CBI (for information on this procedure go to the website, www.cbi.state.co.us/id or call (303) 239-4208. You can also take your dispute directly to the arresting agency.

9.WHAT ARE COURT FILING ON DOCKET ENTRIES?

These entries on the CBI record are displayed electronically on the Colorado criminal history by the State Judicial Department. They are currently posted from district court cases and they are based on the court case number, the arrest number, the last name of the individual, and the arresting agency.

10. WHAT IS DOC INCARCERATION SENTENCE?

DOC Incarceration Sentence is not a new arrest entry on the criminal history. When a person is convicted of a crime and they are sentenced to the Department of Corrections, an entry is made into the criminal history showing the charge the person was convicted of and how long the jail sentence was.

11. WHAT SEX OFFENDER INFORMATION WILL BE RELEASED WITH THE RECORD?

For additional sex offender information please access the Colorado Sex Offender website, www.sor.state.co.us. The results of the CBI record check will show if the person being checked on is currently a registered sex offender. Sex offender charges do not necessarily require a person to register as a sex offender.

12. DOES CBI RELEASE WARRANT INFORMATION? WHAT IS A FUGITIVE OF OTHER JURISDICTION ENTRY?

CBI does not release warrant information to the public. If you know what agency the warrant is out of, you will need to contact that agency for the information. That agency may or may not be able to release the warrant information; depending on their policy regarding the release of such information. The website, www.cocourts.com, may also provide some warrant information. A Fugitive of Other Jurisdiction charge means that the person in question had a warrant out of one law enforcement agency and was arrested by another agency for that warrant. The person does not necessarily have an active warrant out for their arrest.

STATE OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

POWER OF ATTORNEY AGREEMENT

I, **Brian Rothenberg**, President and Secretary of Ovations Food Services, LLC (the 100% Member of applicant, Ovations Food Services, L.P., hereby appoint **Juan Carlos Velazquez**, as the Manager of the Mobile Convention Center, Mobile Civic Center and Saenger Theater, to act in my behalf in executing and processing the application paperwork for the City of Mobile and the Alabama Alcoholic Beverages Control Board. This power shall be in full force and effect on the date written below and shall remain in full force and effect until specifically extended or rescinded earlier by either party.

Dated: 4/18/2024

Brian Rothenberg

BEFORE ME, the undersigned authority, on this 18th day of April, 2024, personally appeared Brian Rothenberg to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: 3/7/28

Commonwealth of Pennsylvania - Notary Seal
AALIYAH CASTRO - Notary Public
Philadelphia County
My Commission Expires March 7, 2028
Commission Number 1440780

STATE OF ALABAMA

AMENDMENT TO STATEMENT OF AUTHORITY
OF A FOREIGN LIMITED PARTNERSHIP (FLP)

PURPOSE: To amend the registration of a foreign partnership within 90 days after the change of facts described in the registration/filing pursuant to Section 10A-1-7.06 of the Code of Alabama 1975.

1. **NOT REQUIRED:** Delayed effective date ____/____/____ MUST be after date of receipt by Alabama Secretary of State's Office and not more than 90 days after signing of this document.

2. Alabama Entity ID Number (Format: 000-000-000): 000 - 061-639 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

3. The legal name of the foreign entity as currently registered with the Alabama Secretary of State:

   Ovations Food Services LP

4. If amending the name of the foreign entity for use in Alabama, a copy of the name reservation certificate from the Office of the Alabama Secretary of State must be attached (must be acquired prior to submitting Amendment).

5. The name of the foreign entity has been legally changed to (insert "no change" if not applicable) :

   No change

6. The name of the foreign entity for use in Alabama only if different from the legal name* :

*A fictitious name may be used only if the legal name is not available for use in Alabama or the name does not contain the word "Limited" or the abbreviation "Ltd." or the phrase "Limited Partnership" or the abbreviation "L.P." or "LP" (10A-1-7.07).

(For SOS Use Only)

Alabama
Sec. Of State

000-061-639 FLP

Date	07/21/2023
Time	13:57:40
File	$100.00
County	
Total	$100.00

AMENDMENT TO STATEMENT OF AUTHORITY OF A FOREIGN LIMITED PARTNERSHIP (FLP)

7. If a fictitious name is used, the undersigned certifies the resolution of the LP's governing authority to adopt the fictitious name for use in Alabama and affirms the Authority to make such a certification under 10A-1-7.07.

8. Detail any amendment to the registration information (may include, name change, change of principal address, change of jurisdiction of formation, general partners) – if more space is required you may enter See Attached and attach the details:
   See attached.

   If the registered agent/registered office address in Alabama has changed, you will need to file a Change of Registered Agent or Registered Office by Entity – the signature of the new agent is required on that form. The form may be obtained at www.sos.alabama.gov under the Business Services tab (below picture), Business Forms, then scroll down to the Registered Agent and/or Registered Office Changes category.

9. The undersigned certify that this foreign entity is a valid existing limited partnership in the state/country of formation.

10. The undersigned signatory authority certifies that the signature(s) meet the requirements of the *Code of Alabama 1975*, Section 10A-9A-2.03 to include, but not be limited to declarations regarding accuracy and penalty of perjury, and any copy requirements.

One or more partners may sign.

07 / 21 / 2023	Brian Rothenberg
Date	Signature of Partner Authorized
/ /	
Date	Signature of Partner Authorized
/ /	
Date	Signature of Partner Authorized

Amendment Details

Entity Info

Current Entity Name
Ovations Food Services LP

Entity ID
000-061-639

Type
Limited Partnership (LP)

Qualifying Date
2013-01-14

Principal Address

Original

Physical Address
3601 SOUTH BROAD STREET
PHILADELPHIA, PA 19148

Mailing Address
18228 US HIGHWAY 41 NORTH
LUTZ, FL 33549

Amended

Physical Address
150 Rouse Boulevard
4th Floor
PHILADELPHIA, PA 19112

Mailing Address
150 Rouse Boulevard
4th Floor
PHILADELPHIA, PA 19112

Partners and Addresses

Original

Partner	Street Address	Mailing Address
OVATIONS FOOD SERVICES INC	3601 S BROAD STREET PHILADELPHIA, PA 19148	3601 S BROAD STREET PHILADELPHIA, PA 19148

Amended

Partner	Street Address	Mailing Address	
OVATIONS FOOD SERVICES INC	3601 S BROAD STREET PHILADELPHIA, PA 19148	3601 S BROAD STREET PHILADELPHIA, PA 19148	(Deleted)
Ovations Food Services, LLC	150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112	150 Rouse Boulevard 4th Floor PHILADELPHIA, PA 19112	(Added)

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
STATEMENT OF CORRECTION

PURPOSE: This Statement is to be used to correct an "incorrect" statement in a Foreign Limited Partnership Certificate of Authority pursuant to 10-9C-904(b), Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Statement of Correction and the $25.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 2/21/2017
Time 17:00
170222 1 Pg
File $25.00
Ackn $.00
Exp $.00
Total $25.00
03/016

(For SOS Office Use Only)

☐ Copy of original filed (stamped by AL SOS) Foreign Limited Partnership Certificate of Authority is attached. If you attach the copy of the filed Certificate of Authority, you do not have to complete Items 1 and 2 below.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original filed Certificate of Authority), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the Partnership in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

2. The registered name of the Partnership used in Alabama:
Ovations Food Services, L.P.

3. Specify the incorrect information and the reason it is incorrect or the manner in which the signing was defective (specify attachment if necessary):

The General Partner is Ovations Food Services, LLC, 3601 S. Broad Street, Philadelphia, PA 19148

4. Correct the incorrect information or defective signature (specify attachment if necessary):

RECEIVED DATE
FEB 21 2017
SECRETARY OF STATE
OF ALABAMA

2/16/17
Date

Philip I. Weinberg, President
Typed or Printed Name of General Partner Signing Document

Signature of General Partner

FLP Correction - 7/2010

STATE OF ALABAMA

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 11/20/2015
Time 17:00
151201 2 Pg
File $25.00
Ackn $.00
Exp $.00
Total $25.00
01/023

(For SOS Office Use Only)

PURPOSE: To change an entity's registered office, its registered agent, or both, by delivering to the Secretary of State for filing a statement of change in accordance with 10A-1-5.32. Use a separate form for each separate Entity Identification (ID) number.

INSTRUCTIONS TO OBTAIN INFORMATION TO COMPLETE THIS FORM: You may obtain the Entity ID Number on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, type the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number (item 1 below). If you click on that number, you can view the Business Entity Details page to determine that you have located the correct entity. This verification step is strongly recommended – refunds will not be made if you use the wrong number.

Mail two copies of this filing and the $25.00* fee to the Secretary of State, Business Services Division, PO Box 5616, Montgomery, Alabama, 36103-5616. You may pay by check, money order, or credit card. You may email to miscellaneous.filings@sos.alabama.gov or fax this filing to 334-240-3138 if you are paying with a credit card. Receipt of filings will only be acknowledge if the email method is used, we cannot search and acknowledge receipt of filings submitted via mail or fax. Your change will not be indexed if the credit card does not authorize and will be removed if the check is dishonored.

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (items 4, 5, and 6).

This form must be typed or laser printed.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639 The change will not be processed without this number.
2. The name of the entity as registered with the Secretary of State of Alabama:

   Ovations Food Services, LP
3. The name of the Registered Agent currently registered for this entity with the Secretary of State of Alabama: Charles Rousey

   Street (No PO Boxes) address of the Registered Office: _____

   _____ Mailing address of Registered Office (if different from street address): _____

NACS

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

4. Change the name of the Registered Agent (must be located in Alabama) for this entity to:

CT Corporation System

The new registered agent must sign the consent to appointment on page two prior to filing.

5. Change the street (No PO Boxes) address in Alabama of the Registered Office to: 2 North Jackson Street, Suite 605, Montgomery, AL 36104

6. Change the mailing address of the Registered Office (if different from street address) to:

7. The entity certifies that the street address of the registered office and the street address of the registered agent's business are the same.

I, the undersigned, certify that any change specified in this document is authorized by the entity.

10 / 21 / 2015
Date

Philip I. Weinberg, President of Ovations Food Services, Inc., its GP
Typed Name and Title of Signature for Entity Below

Signature of Person Authorized to Sign per 10A-1-4.01, *Alabama Code*

I, the undersigned, consent to appointment as registered agent for OVATIONS FOOD SERVICES, LP (entity name in blank).

10/21/2015
Date

VickiAnn Owens
Special Assistant Secretary
Typed Name of Agent Signature Below

Signature of Registered Agent

Expedited processing* is requested and the fee is included. Please fax the copy of the filed change to (10-digit fax number): ( ) or email to:

***Acknowledgment Copy:** If you would like an acknowledgement copy of the filed document include a copy with your original filing (or if faxing or emailing we can charge you $3.00 for copies – check the box) along with a self-addressed envelope. All copies are mailed standard USPS unless envelopes with special postage or overnight courier envelopes are included with the request. Any overnight courier envelopes must have a completed airbill with the billing information completed and clearly marked "bill recipient." We do not return acknowledgement copies via fax or email unless expedited processing is requested (the fee is an additional $100.00 for processing within three business days after receipt of the filing).

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
CERTIFICATE OF AUTHORITY

PURPOSE: To register with the Secretary of State prior to transacting business in Alabama pursuant to Section 10-9C-902 of the Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Certificate, one (1) Certificate of Existence or Good Standing, and the $150.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
New Entity FLP
051-639 1/14/2013
Date 17:08
Time 5 Pg
130117
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
02/020

(For SOS Office Use Only)

1. Partnership Full Legal Name: Ovations Food Services LP

2. The registered name of the Partnership for use in Alabama (must contain the phrase Limited Partnership; the word Limited; or the abbreviation LP, L.P., or Ltd. and comply with Sections 10-9C-905 and 10-9C-108):

   Ovations Food Services LP

3. State/Country of Formation: Pennsylvania Full Date of Formation (mm/dd/yyyy): 03 / 23 / 2000

4. Street (No PO Boxes) Address of Principal Office in the State/Country of Formation: 3601 South Broad Street

   Philadelphia, PA 19148

   Mailing Address (if different)

5. The Name of the Registered Agent In Alabama: Charles Rousey

   Street (No PO Boxes) Address of Registered Agent in Alabama

   Mailing Address of Registered Agent in Alabama (if different from street addre

6. The names, street addresses, and mailing addresses for each of the general partners must be attached pursuant to Section 10-9C-902(a)(5). Use page 2 of this document to provide this information. Add additional pages if necessary to include all general partners (you may duplicate a blank page 2 for use in adding additional pages).

Kenneth Young, President/Director Leisure & Recreation Consultants
Typed or Printed Name of General Partner Signing Document

1/11/13
Date

Signature of General Partner

FLP Cert - Rev 7/2010

FOREIGN LIMITED PARTNERSHIP (LP) CERTIFICATE OF AUTHORITY

The name of the General Partner: Leisure & Recreation Consultants Inc. (Managing Partner)

Street (No PO Boxes) address of General Partner:

Mailing address of General Partner (if different from Street Address):

The name of the General Partner: Ovations Food Services Inc (General Partner)

Street (No PO Boxes) address of General Partner: 3601 South Broad Street, Philadelphia, PA 19148

Mailing address of General Partner (if different from Street Addres

The name of the General Partner: Comcast Spectacor Ventures LLC (Limited Partner)

Street (No PO Boxes) address of General Partner: 3601 South Broad Street, Philadelphia, PA 19148

Mailing address of General Partner (if different from Street Addres

The name of the General Partner: Kenneth Young--President/Director Leisure & Recreation Consultants Inc

Street (No PO Boxes) address of General Partne

Mailing address of General Partner (if different from Street Address):

Ovations Food Services, LP

Mailing Address:
Ovations Food Services, LP
18228 US Highway 41 North
Lutz, FL 33549
Phone: 813-948-6900
Fax: 813-948-6565

Federal ID: 23-3035417
State of Incorporation: Pennsylvania
Ovations Food Services, LP
3601 South Broad Street
Philadelphia, PA 19148

Ovations Food Services, LP Partnership Interest:

Leisure & Recreation Consultants, Inc. (Managing Partner)
0.59% General Partner
17.06 % Limited Partner
18228 US Highway 41 North
Lutz, FL 33549
Federal ID: 59-3461576

Directors/Officers of Leisure & Recreation Consultants, Inc.:
Kenneth Young, Director/President
Home Address:
Home Phone:

Philip I. Weinberg, Vice President/Secretary
Home Addres
Home Phone:

Ovations Food Services, Inc.
0.59% General Partner
3601 South Broad Street
Philadelphia, PA 19148
Fed ID: 23-3035415

Director/Officer of Ovations Food Services, Inc.:
Philip I. Weinberg, Director/President/Secretary
Home Address:
Home Phone:

Comcast Spectacor Ventures, LLC
81.76% Limited Partner
3601 South Broad Street
Philadelphia, PA 19148
Fed ID: 20-5916520

Alabama
Sec. Of State

New Entity
061-639 FLP
Date 1/14/2013
Time 17:00
130117 5 Pg

File $150.00
Ackn $.00
Exp $100.00

Total $250.00
02/020

01/11/2013

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama 1975*, and upon an examination of the entity records on file in this office, the following entity name is registered as available:

Ovations Food Services LP

This foreign limited partnership was formed in Pennsylvania as Ovations Food Services LP and is for the exclusive use of Ovations Food Services LP, 18228 US Highway 41 N, Lutz, FL 33549 for a period of one year beginning January 10, 2013 and expiring January 10, 2014.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

01/10/2013

Date

Beth Chapman

Beth Chapman **Secretary of State**

144-517

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

JANUARY 11, 2013

Alabama
Sec. Of State
New Entity FLP
061-639 1/14/2013
Date 17:00
Time 5 Pg
130117
File $152.00
Achn $.00
Exp $100.00
Total $250.00
02/02a

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

OVATIONS FOOD SERVICES, L.P.

is duly registered as a Pennsylvania Limited Partnership under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Secretary of the Commonwealth

Certification Number: 10769075-1 .
Verify this certificate online at http://www.corporations.state.pa.us/corp/soskb/verify.asp

STATE OF ALABAMA

FOREIGN LIMITED PARTNERSHIP (LP)
STATEMENT OF CORRECTION

PURPOSE: This Statement is to be used to correct an "incorrect" statement in a Foreign Limited Partnership Certificate of Authority pursuant to 10-9C-904(b), Code of Alabama 1975.

INSTRUCTIONS: Mail two (2) signed originals of this completed Statement of Correction and the $25.00 filing fee to the Secretary of State, Business Services /Business Entities, P.O. Box 5616, Montgomery, Alabama, 36103-5616.

This form must be typed or laser printed.

Alabama
Sec. Of State
Entity Change FLP
061-639
Date 7/01/2013
Time 17:00
130825 1 Pg
File $25.00
Ackn $.00
Exp $.00
Total $25.00
01/013

(For SOS Office Use Only)

☐ Copy of original filed (stamped by AL SOS) Foreign Limited Partnership Certificate of Authority is attached. If you attach the copy of the filed Certificate of Authority, you do not have to complete Items 1 and 2 below.

1. Alabama Entity ID Number (Format: 000-000): 061 - 639

INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM: If you do not have this number immediately available (it is on the face of your original filed Certificate of Authority), you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the Partnership in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

2. The registered name of the Partnership used in Alabama:
Ovations Food Services, LP

3. Specify the incorrect information and the reason it is incorrect or the manner in which the signing was defective (specify attachment if necessary):

1) General Partner Information is Incorrect (need to delete Comcast Spectacor Ventures and Kenneth Young)

2) Mailing Address for General Partner - Ovations Food Services, Inc. is Incorrect

4. Correct the incorrect information or defective signature (specify attachment if necessary):

1) General Partners are Leisure & Recreation Consultants, Inc. AND Ovations Food Services, Inc.

2) Correct mailing address for Ovations Food Services, Inc. is 3601 S. Broad Street, Philadelphia, PA 19148

06 / 12 / 2013
Date

Philip I. Weinberg, President & Secretary, Ovations Food Services, Inc.
Typed or Printed Name of General Partner Signing Document

Signature of General Partner

FLP Correction - 7/2010

200023-1685

Microfilm Number_____

Entity Number 2932017

Filed with the Department of State on MAR 2 3 2000

Secretary of the Commonwealth

CERTIFICATE OF LIMITED PARTNERSHIP

DSCB:15-8511 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 8511 (relating to certificate of limited partnership), the undersigned, desiring to form a limited partnership, hereby certifies that:

1 The name of the limited partnership is: Ovations Food Services, L.P.

2. The (a) address of this limited partnership's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) First Union Center, 3601 South Broad Street (Number and Street) Philadelphia (City) PA (State) 19148 (Zip) Philadelphia (County)

(b) c/o: _____ (Name of Commercial Registered Office Provider) _____ (County)

For a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited partnership is located for venue and official publication purposes.

3. The name and business address of each general partner of the partnership is:

Name	Address
Leisure & Recreation Consultants, Inc.	10012 N. Dale Mabry, Suite 215 Tampa, FL 33618
Ovations Food Services, Inc.	First Union Center, 3601 South Broad Street Philadelphia, PA 19148

4. (Check, and if appropriate complete, one of the following):

_X_ The formation of the limited partnership shall be effective upon filing this Certificate of Limited Partnership in the Department of State.

___ The formation of the limited partnership shall be effective on: _____ (Date) at _____ (Hour)

5. The specified effective date, if any, is: _____ (month day year hour, if any)

IN TESTIMONY WHEREOF, the undersigned general partner(s) of the limited partnership has (have) executed this Certificate of Limited Partnership this 22nd day of March, 20 00.

LEISURE & RECREATION CONSULTANTS, INC.
MANAGING GENERAL PARTNER

BY: _____
NAME: Kenneth J. Topolski
TITLE: President

OVATIONS FOOD SERVICES, INC.
SPECIAL GENERAL PARTNER

BY: _____
NAME: Samuel Logan
TITLE: Vice President

PA DEPT OF STATE
2000 MAR 23 PM 2:55
DSCB:15-8511(Rev 90)-2

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Ovations Food Services LP a Pennsylvania entity, qualified in the State of Alabama on January 14, 2013. The Alabama Entity Identification number for this entity is 000-061-639. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

04/01/2024

Date

Wes Allen **Secretary of State**

20240401000021718

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0457688248
Jan 28, 2011 LTR 147C
23-3035417

OVATIONS FOOD SERVICES L P
18228 N US HIGHWAY 41
LUTZ FL 33549-4400 288

Taxpayer Identification Number: 23-3035417

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of October 19th, 2010.

Your Employer Identification Number (EIN) is 23-3035417. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Carter

Mrs. Carter
1001511751
Customer Service Representative

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

OVATIONS FOOD SERVICES LP
5050 S SYRACUSE ST 8
DENVER, CO 80237-3375

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R008372039	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA,
DEPARTMENT OF REVENUE

Janet N. Hartsfield

Deputy Commissioner

NAICS CODE: 722310

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L0838391008

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

BEG AT THE INT OF THE N ROW LINE OF CONTI ST AND TH E ROW LINE OF JACKSON ST IN THE CITY OF MOBILE AL RUN ELY ALG SAID N ROW LINE OF CONTI ST A DIST OF 248.44 FT TO THE INT OF SAID N ROW LINE OF CONTI ST & THE W ROW LINE OF JOACHIM TH ALG SAID W/L OF JOACHIM ST RUN NWLY 124.69 FT TO A PT TH WLY & ALG THE N FACE OF THE EXISTING SAENGER THEATER BLDG RUN A DIS OF 85.67 FT TO A PT TH CONT ALG SAID N FACE OF THE EXISTING SAENGER THEATER BLDG RUN NLY 1.30 FT TO A PT THE CONT ALG SAID N FACE OF THE EXI

Ownership Type	Company Name

The above described property is ☐ Owned ■ Leased to/by **Ovations Food Services, L.P.**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 18th day of April 20 24

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Aaliyah Castro	Aaliyah Castro	3/7/2028

Notary Stamp

Commonwealth of Pennsylvania - Notary Seal
AALIYAH CASTRO - Notary Public
Philadelphia County
My Commission Expires March 7, 2028
Commission Number 1440780

Owner of Property (Print Name)

W Stimpson

Owner of Property (Signature)

205 Government street

Street Address

Mobile, AL 36602

City, State, Zip

Date Agreement Signed

Applicant Name (Print Name)

Brian Rothenberg

Applicant Name (Signature)

150 Rouse Blvd

Street Address

Philadelphia, PA 19112

City, State, Zip

4/18/24

Date Agreement Signed

1 Application Property Ownership

My Place

Information for address:
6 S JOACHIM ST

- **Parcel Information:**

Key / ID:
00761786 / R022906400011051.000
Owner:
Mobile City of Real Estate Dept, 4th Floor
P O Box 1827

Mobile, Al 36633

Subdivision:
None

- **Jurisdiction:**
City of Mobile

- **Historic District:**
Lower Dauphin Street

- **Neighborhood Renewal District:**

- **Revenue District:**
2

- **Township/Range/Section:**
4s1w23

- **Tract Census 2010:**
000200

- **Zipcode:**
Mobile

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1797492.494
Y: 251561.769

- **Zoning:**
Check zoning on Planning & Zoning

Services:

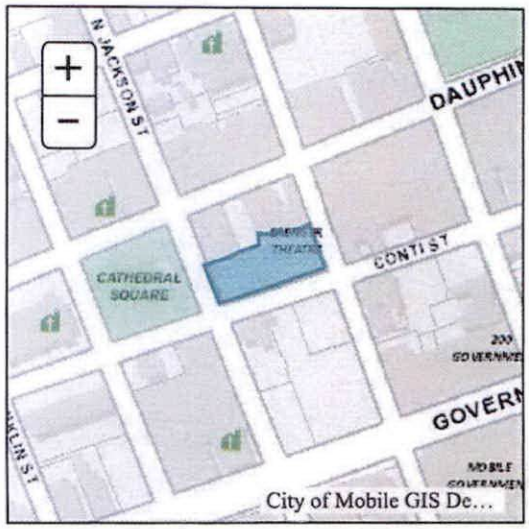
- **Fire District:**
Fire Central Station 3

- **Garbage Pickup Day:**
Commercial Mon, Thu, Sat -Residential - Tuesday - Route Loop

- **Police Precinct / Beat:**
Precinct - 5 / Beat - 50

- **Trash Pickup Day/ Unit:**
Monday North - biweekly / Td-10

- **Community Action Group:**
N/A



Political:

- **City Council District:**
2 - William Carroll

- **County Commissioner District:** 1

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Howard

- **High School District:**
B C Rain

- **Middle School District:**
Calloway Smith

- **School Board District:** 4

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

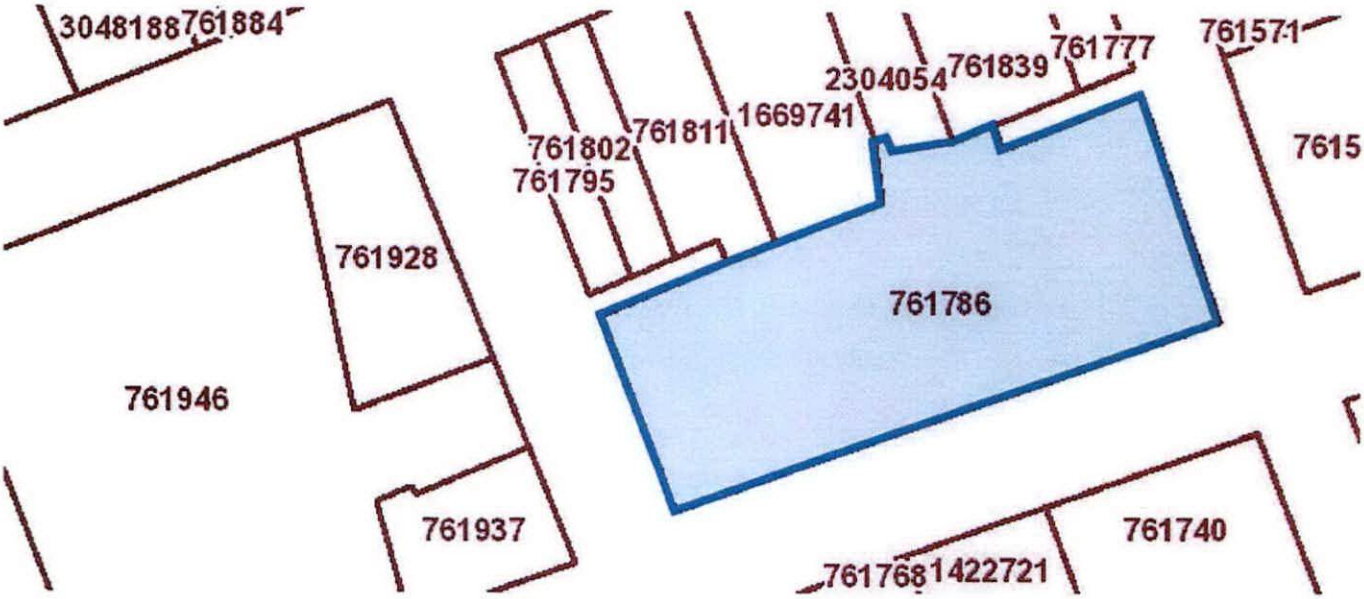
TextMyGov

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Mobile County Property Search

Key Number: 761786 For Year 2023

Map



Property Details

Account	
Key Number:	761786
Legal Description:	BEG AT THE INT OF THE N ROW LINE OF CONTI ST AND TH E ROW LINE OF JACKSON ST IN THE CITY OF MOBILE AL RUN ELY ALG SAID N ROW LINE OF CONTI ST A DIST OF 248.44 FT TO THE INT OF SAID N ROW LINE OF CONTI ST & THE W ROW LINE OF JOACHIM TH ALG SAID W/L OF JOACHIM ST RUN NWLY 124.69 FT TO A PT TH WLY & ALG THE N FACE OF THE EXISTING SAENGER THEATER BLDG RUN A DIS OF 85.67 FT TO A PT TH CONT ALG SAID N FACE OF THE EXISTING SAENGER THEATER BLDG RUN NLY 1.30 FT TO A PT THE CONT ALG SAID N FACE OF THE EXI
Parcel Number:	2906400011051XXX
Type:	Real
Property Class:	2
Location	
Address:	6 S JOACHIM ST MOBILE, AL 36602
Owner	
Name:	MOBILE CITY OF

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

OVATIONS FOOD SERVICES L P

Trade Name (DBA)

SAENGER THEATRE

Location Address

6 SOUTH JOACHIM STREET

Application Number

2024 - 5652

Notice Post Date @ Location

05/17/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 28, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

01-263 **2024**

RESOLUTION

Sponsored by Mayor William S. Stimpson, and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized to execute, for and on behalf of the City of Mobile, a management agreement with Global Spectrum, L.P., a Delaware limited partnership d/b/a OVG 360, to manage the Arthur R. Outlaw Mobile Convention Center and the Saenger Theater. Term shall begin on Effective Date, with the Term described in detail in Section 4 with said terms and conditions more fully set out in the document attached hereto and made a part hereof. A copy is on file in the office of the City Clerk.

Adopted: MAR 26 2024

City Clerk

MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of June, 2024 ("**Effective Date**"), by and between the City of Mobile, Alabama ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG 360 ("**Manager**"). City and Manager are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, City owns (i) a convention center consisting of approximately 300,000 total square feet, known as the Arthur R. Outlaw Convention Center (the "**Convention Center**"), and (ii) a theater with a capacity of 1,900, known as the Saenger Theatre (the "**Saenger Theatre**"), each of which is located in the City of Mobile, Alabama (each of the Convention Center and Saenger Theatre is sometimes referred to herein as a "**Facility**" and, collectively, as the "**Facilities**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: This Management Agreement, together with all schedules and exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

Booking Contract: shall mean user/rental agreements, booking commitments, licenses and all other contracts or agreements generating revenue for the use of the Facilities and entered into in the ordinary course of operating the Facilities. All Booking Contracts will be negotiated by and entered into by Manager; and Manager will be responsible for the administration of the Booking Contracts.

Buyout Amount: shall have the meaning given to such term in Section 12.4.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additions or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than $5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of one (1) year.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF MOBILE, ALABAMA

By: _____
Name: William S. Stimpson
Title: Mayor

ATTEST:
By: _____
Name: ~~Lisa C. Lambert~~ Lana Pafenbach
Title: City Clerk ASSISTANT

SEAL OF THE CITY OF MOBILE, ALABAMA
MOBILE ALABAMA
FROM ENCHANTED TRADITION ENDURING PROGRESS
FOUNDED 1702

GLOBAL SPECTRUM, L.P.,
d/b/a OVG 360

By: Global Spectrum, LLC, its general Partner

By: _____
Name: Brian Rothenberg
Title: President

SCHEDULE 1
MAP DEFINING OUTDOOR AREAS UNDER MANAGER'S MANAGEMENT

I. **Convention Center**

II. **Saenger Theatre**

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☐ No ☒ Yes Relocation Date:	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☒ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Ovations Food Services, L.P.	**Saenger Theatre**

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
6 South Joachim Street	**MOBILE**	**AL**	**36602**

Business Contact Person Information

Name	Title	Phone	Email
Jessica A. Morey	Paralegal	[redacted]	morey@skenelawfirm.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
33600	N/A	N/A	✓	T-5.2	✓

Comments

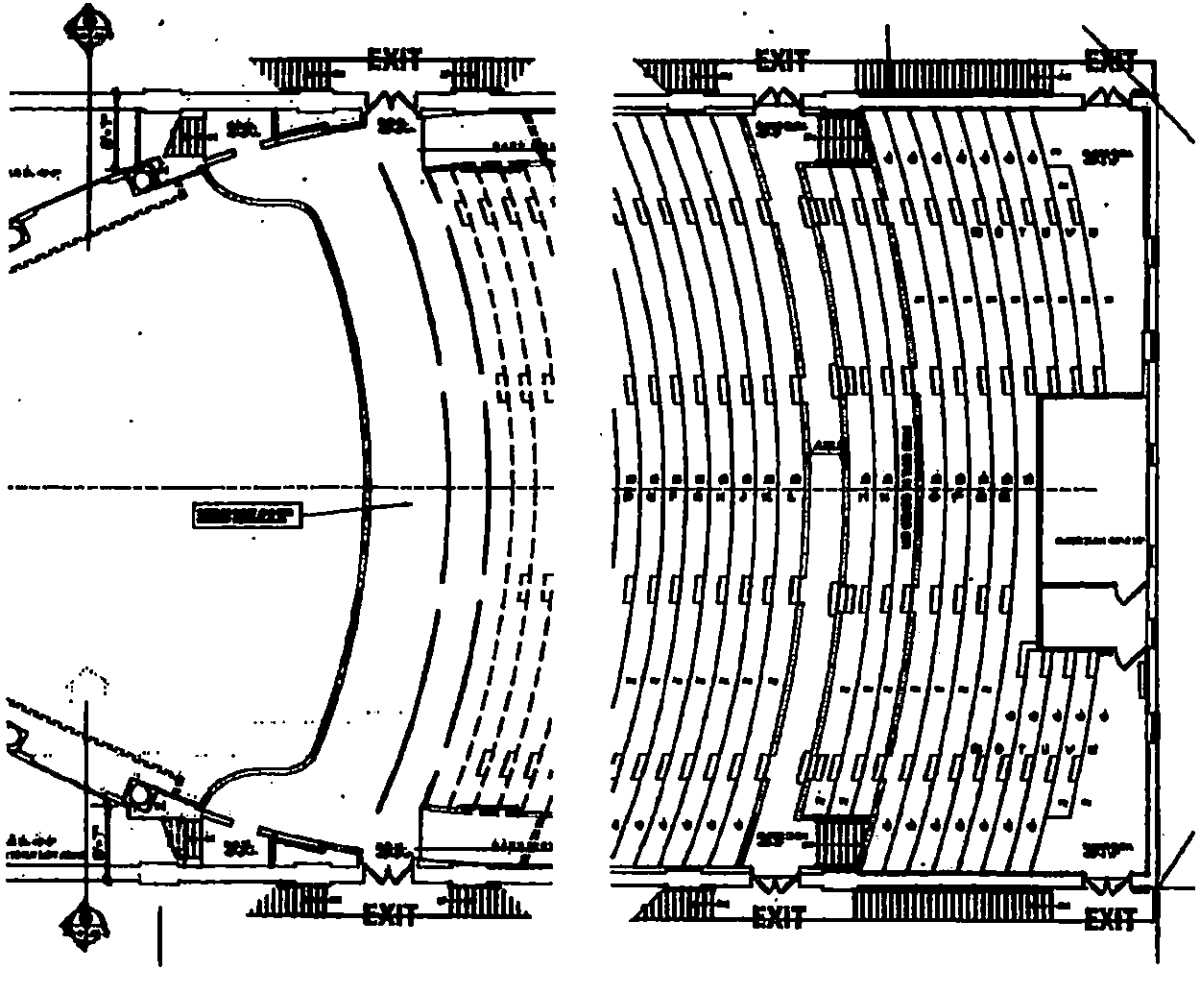
Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	4-25-2024

Saenger Theatre Mobile:

1. Provide a diagram of each premises showing all areas to be licensed (including any outdoor areas). See attached
2. Provide the square footage of the entire building. 33600
3. Provide the square footage of the service and consumption area.27500
4. Provide the seating capacity in consumption area. Theatre-1921 / Room 1927-100
5. Advise if there will be any outdoor seating areas. None
6. Provide the number of parking spaces. None

FIRST FLOOR

SECOND FLOOR



CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 128931 **LAST 4 FEIN/SSN:** 0935

OWNERSHIP: LLC **STATE ID:** R01055364

ZONING CERT: N/A - SPECIAL EVENT

LEGAL BUSINESS NAME: SPC EVNT - CHRISTINA LAUREN BLOCK PARTY

PHYSICAL ADDRESS: 9 S JOACHIM ST MOBILE, AL 36602

MAILING ADDRESS: 9 SOUTH JOACHIM STREET MOBILE, AL 36602

BUSINESS PHONE: 251-348-7668 **CELL PHONE:** 906-236-0004

BUSINESS FAX: **START DATE:** 05/18/2024

JURISDICTION: C **TAX CODES:** STO

TERRITORY: T2 **ACCOUNT TYPE:** B

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
THE HAUNTED BOOK SHOP LLC	LLC	9 SOUTH JOACHIM STREET	MOBILE	AL	36602

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
711322	SP EVENT-COMMERCIALLY PROMOTED	2024

CITY OF MOBILE EVENT LICENSE

ORGANIZATION NAME THE HAUNTED BOOK SHOP LLC

EVENT NAME CHRISTINA LAUREN BLOCK PARTY

EVENT LOCATION 200 BLOCK of CONTI STREET

EVENT DATE(S) MAY 18 2024

EXPIRATION 05/19/2024

PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ANGELA A TRIGG **ID:** AL 8554831

DATE: 5/17/2024

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 128931 **LAST 4 FEIN/SSN:** 0935

OWNERSHIP: LLC **STATE ID:** R01055364

ZONING CERT: N/A - SPECIAL EVENT **EMPLOYEE ID:** 910518706RS

LEGAL BUSINESS NAME: SPC EVNT - CHRISTINA LAUREN BLOCK PARTY

PHYSICAL ADDRESS: 9 S JOACHIM ST MOBILE, AL 36602

MAILING ADDRESS: 9 SOUTH JOACHIM STREET MOBILE, AL 36602

BUSINESS PHONE: 251-348-7668 **CELL PHONE:** 906-236-0004

BUSINESS FAX: **START DATE:** 05/18/2024

JURISDICTION: C **TAX CODES:** STO

TERRITORY: T2 **ACCOUNT TYPE:** B

EMAIL: **#VENDING:** **VEND OWN:**

OWNER INFORMATION

NAME	ROLE	ADDRESS	DL #	SSN	PHONE	DOB
THE HAUNTED BOOK SHOP LLC	LLC	9 SOUTH JOACHIM STREET MOBILE, AL 36602			251-348-7668	

LICENSE INFORMATION

CODE TITLE	YEAR		AMT DUE	AMT PAID
711322 SPC EVENT - COMMERCIALLY PROMOTED	2024	SUB TOTAL:	$120.00	$0.00
		ISSUE FEE:	$14.00	$0.00
		ZONING FEE:	$0.00	$0.00
		GRAND TOTAL:	$134.00	$0.00

OUTSTANDING BALANCE DUE: **$134.00**

GROSS RECEIPTS: YES

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ANGELA A TRIGG **ID:** AL 8554831

DATE: 5/17/2024

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dennis Aluminum Products for 28 decorative aluminum sign posts for Parks Dept
CIP Dist 02 Misc Park Expense

Amount of Contract:

$16,600.00

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

ATTACHMENTS:

Description	Type	Upload Date
20240516 Dennis Agenda Package POs	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:03 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
7825	2024	(2012) PARKS MAINTENANCE	28 DECORATIVE ALUMINUM SIGN POSTS FOR PARKS DEPT (SEALED BID 5766)	$16,660.00	(44605) DENNIS ALUMINUM PRODUCTS

Adopted:

_____
City Clerk

Bill To	Requisition 00007825-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	LANGAN PARK DELIVERIES TO SAGE
12654 WOODLAND DR	48 N. SAGE AVE.
	MOBILE, AL 36607
FOLEY, AL 36535	HANKINSC@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	044605				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5766 AND YOUR BID RESPONSE.			
002	POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5766 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 17177	28.00 EACH	595.00000	16660.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			16660.00

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

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

Bill To	Requisition 00007825-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	LANGAN PARK DELIVERIES TO SAGE
12654 WOODLAND DR	48 N. SAGE AVE.
	MOBILE, AL 36607
FOLEY, AL 36535	HANKINSC@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	044605				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			16660.00

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

Account			Amount	Remaining Budget
E C0735	.OPERSUPPLS.	.	16660.00	11226.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.		
	16660.00	3125912.00

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	04/16/24	KIM CARMODY	Auto approved by: 91055604
Approved	04/16/24	DANIEL OTTO	
Approved	05/03/24	KIM CARMODY	Auto approved by: 91055604
Approved	05/03/24	DANIEL OTTO	
Approved	04/17/24	BRENDA RHODES	
Approved	04/17/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/17/24	RELYA MALLORY	Auto approved by: 910511034
Approved	05/03/24	BRENDA RHODES	
Approved	05/03/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/03/24	RELYA MALLORY	Auto approved by: 910511034
Rejected	04/18/24	DONALD ROSE	as per Kathy to change item
Approved	05/03/24	EMILY NORTON	

Bill To	Requisition 00007825-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DENNIS ALUMINUM PRODUCTS	LANGAN PARK DELIVERIES TO SAGE
12654 WOODLAND DR	48 N. SAGE AVE.
	MOBILE, AL 36607
FOLEY, AL 36535	HANKINSC@CITYOFMOBILE.ORG
Tel#251-978-8161	Delivery Reference
Fax 251-949-6608	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	044605				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5766

POST ALUMINUM

	VENDOR	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM DECORATIVE SIGN POST EXTENSION	
1	CONSOLIDATED ELECTRIC DISTRIBUTOR	NO BID	NO BID	
2	DENNIS ALUMINUM PRODUCTS	$ 595.00	$ 65.00	
3	OUTDOOR ALUMINUM	NO BID	NO BID	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/31/2023	5766	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, February 17, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 1–200	**POST ALUMINUM** **The following 2 items to be awarded All or None:** **Post Aluminum 12' Length as per the following and attached:** Decorative Aluminum Sign Posts complete as follows: • Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness. • Finish shall be alodized, suitable for painting. • Included in posts and installed on posts shall be a decorative base #8397. • A decorative collar #8396 and a decorative top finial #9539. • The decorative parts shall be installed on the posts using stainless steel set screws. • All necessary holes shall be drilled and tapped for installation. • Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation. • Post shall be alloy 6063-T6, full hard. • Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling. • Complete specifications shall be submitted with bid. • All part numbers are from Dennis Aluminum. • No predrilled holes for signs. • Posts shall be powder coated gloss black before delivery to the City of Mobile. Dennis Aluminum #DAP12DEC or equal. Make _____ Model _____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 2 of 3					
Appx 1–200	Decorative Sign Post Extension. • Aluminum pipe Alloy 6063-T6 3 ½ inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for ½ inch Aluminum Rod. • 9/16 inch holes to be drilled 8 inches from end of the pipe. Make _____ Model _____						
	The following applies to all above items: The City reserves the right to request a sample(s) prior to award of this bid. 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.						
					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

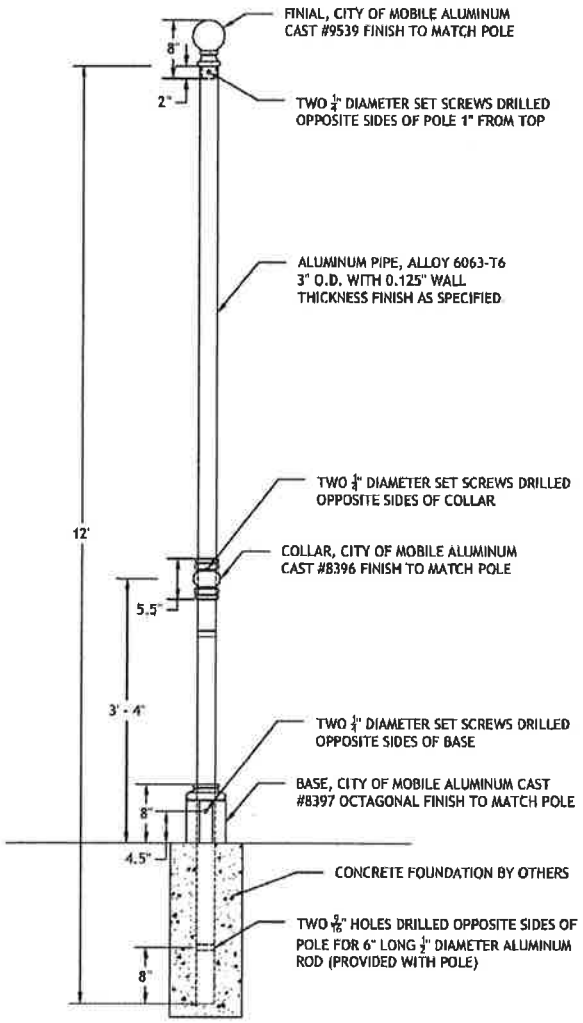
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

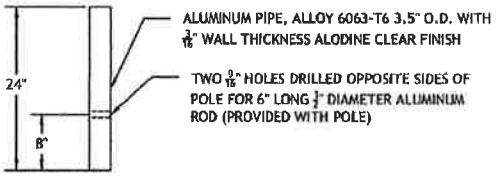
By _____

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

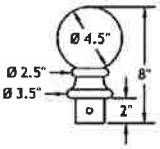
TYPE B DECORATIVE SIGN POST



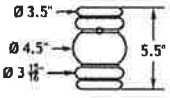
DECORATIVE SIGN POST EXTENSION



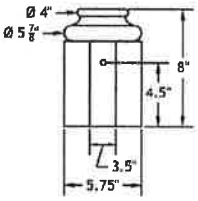
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE BLACK POWDER COATED
3. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
4. NO PREDRILLED HOLES FOR SIGNS.

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B

STANDARD DRAWING TE-2	SHEET 1 of 1	12/29/2020

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:5/21/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Transfer funds in the amount of $200,000.00 from Capital Project #C0526, CIP Greenway Trail Segment 1 & 2, to Grant Fund G-TAP3MC, 3MC Greenway Trail Segment 2 TAP.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/9/2024
Joint Budget Transfer	Backup Material	5/9/2024
Letter of Approval to Move Funds	Backup Material	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	5/9/2024 - 3:25 PM
Legal	Kern, Chris	Approved	5/9/2024 - 3:29 PM
Legal	Kern, Chris	Approved	5/9/2024 - 3:30 PM
Mayors Office	Barber, James	Approved	5/15/2024 - 12:28 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson,
Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $200,000.00 be transferred from capital project C0526 (20002000.94070) CIP Greenway Trail Sec 1 & 2 to Project G-TAP3MC (50015001.93030). These funds will be reallocated and used as match for the FY25 TAP Grant.

Adopted:

_____
City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 05/09/2024

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer $ 200,000.00

FROM CAPITAL PROJECT#: C0526

CAPITAL PROJECT NAME: CIP Greenway Trail Sec 1 & 2

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-TAP3MC

PROJECT NAME: 3MC GREENWAY TRAIL SEGEMNT 2 TAP

ACCT PROJECT STRING#: G-TAP3MC.MATCHINGGR

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

From: Washington, Jasmine
To: Mallory, Relya; Hollins, Tiffany; Angle, Laura; Threadgill, Randy; Levy, Tiffany
Subject: Grant Match Transfer of Funds - District 7
Date: Thursday, May 9, 2024 1:38:11 PM

Hi Relya & Tiffany,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- $200,000 from District 7 Capital Project C0526 CIP Greenway Trail Sec 1 & 2 to Grant Project - 3MC GREENWAY TRAIL SEGMENT 2 TAP G-TAP3MC.MATCHINGGRGrant Match Holding Account

Thanks so much for your help with this!

Jasmine Washington
CIP Manager
205 Government St, Room 222, South Tower
Mobile AL 36644
Tel: (251) 208 7043
Mobile: (251) 348 2024
jasmine.washington@cityofmobile.org
www.MapForMobile.org/CIP

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Gregory

Purpose and Scope of Project:

This is a construction contract to make electrical upgrades to Azalea City Golf Course irrigation pump facility.

Amount of Contract:

$49,880.00

Funding Source

Project # Azalea City Golf Course – Pump House Repairs - Electrical Upgrades PR-023-24	**Discretionary Funds**
Project String C0935 CIP AZALEA CITY GC PUMP HSE REPAIR (20002000-48010)	**Contract Number:**4956
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-023-24 H&H routing package	Cover Memo	5/13/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/13/2024 - 11:37 AM
Capital	Rhodes, Brenda	Approved	5/13/2024 - 1:19 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:06 PM
Mayors			5/16/2024 - 3:08

Office	Barber, James	Approved	PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and 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 though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	H & H Electric Company, Inc.
Project Name:	Azalea City Golf Course – Pump House Repairs - Electrical Upgrades
Project Number:	PR-023-24
Amount:	$49,880.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Azalea City Golf Course – Pump House Repairs - Electrical Upgrades

CAPITAL PROJECT #: C0935 (20002000-48010)

CONTRACT AMOUNT: $49,880.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-023-24

PROJECT DESCRIPTION: This is a construction contract to make electrical upgrades to Azalea City Golf Course irrigation pump house.

VENDOR NAME: H & H Electric Company, Inc.

VENDOR NUMBER: 274226

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% X or

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant I **Date:** 05/13/2024

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
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 Contractor: H & H Electric Company, Inc.
PO BOX 461 _____
SARALAND AL 36571

City Business License No.: 445
Secretary of State Registration No.: 000-058-646

For the following Project: Azalea City Golf Course – Pump House Repairs - Electrical Upgrades
1000 Museum Drive
Mobile, Alabama 36608

Project Number: PR-023-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty Nine Thousand Eight Hundred Eighty and 00/100 Dollars ($49,880.00) which includes a Contingency Allowance of One Thousand and 00/100 ($1,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Forty-Five (45) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer 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 Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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 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.

3.6. INSURANCE

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

A. 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

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and 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.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance

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

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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 those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

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.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – 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 (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.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 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 an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

3.9 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.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 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.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

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

To Contractor: H & H Electric Company, Inc.
PO BOX 461
SARALAND AL 36571

3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $10,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.17 RETAINAGE
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:
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.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.18 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that H & H Electric Company, Inc. has completed the contract for Azalea City Golf Course – Pump House Repairs - Electrical Upgrades, PR-023-24, in Mobile, Alabama. All persons having any claim 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, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of 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. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated March, 19, 2024, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated April, 8, 2024 Addendum No 2, dated April, 9, 2024.
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 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.

7.0 NONDISCRIMINATION

A. 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. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-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.

9.0 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.

10.0 IMMIGRATION LAWS

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.

11.0 Public Contracts with Entities 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.

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 full authority and the Contractor 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
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: H&H Electric Company, Inc.

By Signature

William H. Hill, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared William H. Hill as President of H&H Electric Company, 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 2nd day of May, 2024.

NOTARY PUBLIC
My Commission Expires:

CHARLOTTE P HILL
My Commission Expires
February 19, 2025

Bond B27888465

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, H & H Electric Company, Inc., _____, hereinafter called the Principal, and _____ Cincinnati Insurance Company, 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 Forty-Nine Thousand Eight Hundred Eighty and xx/100 Dollars ($49,880.00) 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 _____, 2024 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 Azalea City Golf Course – Pump House Repairs – Electrical Upgrades, 1000 Museum Drive, Mobile, Alabama 36608, 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 2nd day of May, 2024.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: William H Hill Pres

SURETY
Company: Cincinnati Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Allen H. Ladd-AIF
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd
Mobile, AL 36607
Phone and Fax: 251-473-9000/473-9010

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of ratainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of ,

BN-1457 (3/21)

Bond No.B2788465

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, H & H Electric Company, Inc, _____, _____, as Principal, and Cincinnati Insurance Company, 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 Forty-Nine Thousand Eight Hundred Eighty and xx/100 ($49,880.00) 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 _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Azalea City Golf Course – Pump House Repairs – Electrical Upgrades, 1000 Museum Drive, Mobile, Alabama 36608, 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 Allen H. Ladd **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 2nd day of May, 2024

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)
By: _____
(Signature)
Name and Title: William H Hill Pres

SURETY
Company: Cincinnati Insurance Company
(Corporate Seal)
By: _____
(Signature)
Name and Title: Allen H. Ladd, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: Allen H. Ladd-AIF
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd
Mobile, AL 36607
Phone and Fax: 251-473-9000/9010

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of ratainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Vastine

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-023-24 Current Date 4,17,24

Project Description AGC - Pump House Repairs

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.

This project will be performed by a single trade contractor. There are not any sub-contractors needed in this project.

Requested By (Department Director) (Signature) REAM Director (Title) 4-17-24 (Date)

251-208-7627 Telephone Number

boatwright@cityofmobile.org Email Address

Archnique Kidd/ James Roberts
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manaager (Title) 04/19/2024 (Date)

Approved By (CAO)

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section i. Information about your company

Company	H & H ELECTRIC CO., INC.
Address	P O BOX 461 SARALAND, AL 36571
Telephone	(251) 675-5494 / (251) 605-9235
E-Mail	hhelectric@bellsouth.net

RFP/RFQ Solicitation Number	PR-023-24
Project Description	AZALEA CITY GOLF COURSE PUMP HOUSE REPAIRS ELECTRICAL UPGRADES
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 9 Female 1 Minority 1 Non-minority _____ SDVO _____ Total #of Employees 10

Subcontractor/Major Supplier Plan submitted by:

Printed Name: WILLIAM H. HILL

Signature: _____ Date: 04/17/2024

Title: 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: WILLIAM H. HILL Title: PRESIDENT

Email: hhelectric@bellsouth.net Phone: (251) 675-5494 / (251) 605-9235

797

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company H & H Electric Co., Inc. Your Bid/Proposal Amount $ 49,880.00 Date:

04 / 17 / 2024 Description #PR-023-24 Azalea City Golf Course Pump House Repairs Electrical Upgrades

Name of Bidder/Proposer: William H. Hill

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
Mayer Electric	251-432-4486	Purchase Material	$18,109.60	37%	NO	
Crawford Electric	251-405-4604	Purchase Material	$ 6,990.40	14%	NO	

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: H & H Electric Co., Inc.

Contact Person: William H. Hill Phone (251) 675-5494 Email hhelectric@bellsouth.net

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	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 through the Alabama Department of Transportation UCP DBE Listing
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	**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.)
	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 in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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.

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)

__X__ 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. _____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2024

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
500 W 13th Street
Fort Worth TX 76102

License#: 2870953

CONTACT NAME: Jason Wyant
PHONE (A/C, No, Ext): 8172310419 **FAX (A/C, No):** 817-347-6981
E-MAIL ADDRESS: JaWyant@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Alabama Self-Insured Worker's Compensation Fund	0
INSURER D : Midwest Employers Casualty Company	23612
INSURER E :	
INSURER F :	

INSURED
H&H Electric Company Inc.
PO Box 461
Saraland AL 36571

H&HELEC-01

COVERAGES **CERTIFICATE NUMBER:** 1368910238 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:		Y	38043704	10/1/2023	10/1/2024	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 $ 300,000 $ 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	Y	Y	5304371400	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	5304371401	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	P101675AL2024 PUAL 129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater	Y		38043704	10/1/2023	10/1/2024	Limit Deductible	**See Below **See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Commercial Inland Marine Coverage
Installation Floater is as follows:
$175,000 on property at all installation locations
$75,000 on property at any one installation location
$75,000 on property in transit
With a $500 Deductible

General Liability: The General Liability includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: H&HELEC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	H&H Electric Company Inc. PO Box 461 Saraland AL 36571
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy has a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status. *Contractual Liability applies*

Auto Liability: The Auto Liability includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The Auto Liability policy has a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability policy includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder when required by written contract.
Workers Compensation Waiver of subrogation: "The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against City of Mobile to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers' compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by City of Mobile" - Alabama Self-Insured Worker's Compensation Fund.

Project: PR -023-21 Azalea City Golf Course- Pump House Repairs - Electric Upgrades.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Approved by:

E-Verify Employer Agent Employer H & H Electric Co., Inc.	
Name (Please Type or Print) William H Hill	Title
Signature Electronically Signed	Date 12/15/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/15/2015

E-Verify

Company ID Number: 931097

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H & H Electric Co., Inc.
Company Facility Address	13580 Celeste Road SARALAND, AL 36571
Company Alternate Address	PO Box 461 SARALAND, AL 36571
County or Parish	MOBILE
Employer Identification Number	630778256
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

H & H Electric Company, Inc.	
Entity ID Number	000-058-646
Entity Type	Domestic Corporation
Principal Address	SARALAND, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/09/1979
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	HILL, WILLIAM HOWARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, JAMES N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, CHARLOTTE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

H & H Electric Company, Inc.	
	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2024

Browse Results New Search

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

Purpose and Scope of Project:

Improvement and maintenance of Right of Way

Amount of Contract:

$250,000.00

Funding Source

Project # C0911 **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**4961

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Improvement and maintenance of Right of Way	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/16/2024 - 11:55 AM
Capital	Rhodes, Brenda	Approved	5/16/2024 - 12:22 PM
Legal	Kern, Chris	Approved	5/16/2024 - 2:55 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 2:58 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Old Shell Road Overpass (AKA- Cooperative Cost Sharing Agreement for Improvement of Public Right of Way); COM Project # 2024-3005-15;D1

PROJECT #: C0911 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Improvement and maintenance of right of way

CONTRACT AMOUNT: $250,000.00

VENDOR NAME: Community of Mobile, Inc.

VENDOR NUMBER: 299105

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	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: LaShey Williams **Date** 05/16/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Community of Mobile, Inc.
Project Name:	CIP Old Shell Road Overpass (A.K.A. Cooperative Cost Sharing Agreement for Improvement of Public Right of Way) COM Project# 2024-3005-15
Estimated Cost:	$250,000.00

Adopted:

_____
City Clerk

COOPERATIVE COST SHARING AGREEMENT FOR IMPROVEMENT OF PUBLIC RIGHT OF WAY

WHEREAS, the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor (hereafter CITY), is authorized to expend public funds when a public purpose will be thereby served, and may enter into agreements providing for the improvement of public facilities, including public right of way, which will benefit the public on land lying within the corporate limits of CITY; and

WHEREAS, CITY finds that a public purpose will be served by the expenditure of funds for the improvement and maintenance of the right of way along Old Shell Road at its intersection with the railroad trestle crossing over Old Shell, ease of Sage Avenue, within CITY (hereafter the SITE); and

WHEREAS, Community of Mobile, Inc., a non-profit corporation organized and existing under the laws of the State of Alabama (hereafter COM), has begun the initial planning of a substantial improvement project at the SITE consisting of architectural services (renderings, detailed construction drawings and project supervision), land survey and site pinning, site clearing, tree removal, sidewalk, curb and gutter improvement, landscaping and maintenance, automatic irrigation system (the UNDERPASS PROJECT); and

WHEREAS, CITY and COM seek to jointly fund the completion of UNDERPASS PROJECT and deem it necessary and desirable to set out herein the terms of this agreement with regard to funding and construction of the UNDERPASS PROJECT;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, CITY and COM enter into the following mutual agreement:

1. COM agrees to complete the UNDERPASS PROJECT as fully described in the scope contained in the attached Exhibit A, located at the SITE, with such design consultants contractors and subcontractors as is necessary. COM further agrees to perpetually maintain the landscaping at the SITE.

2. CITY agrees to allow COM to affix a post mounted bronze commemoration plaque near the inside edge of sidewalks at each entrance, in appreciation of the Underwriting Sponsors of the UNDERPASS PROJECT. The bronze plaque shall not exceed 3' x 3' in size.

3. CITY will appropriate for the use of COM the sum of $250,000.00 (the FUNDS) to be paid toward the UNDERPASS PROJECT to be completed at the SITE.

4. COM agrees to utilize the funds solely for the UNDERPASS PROJECT, and agrees to advance additional funding of its own, or obtained from other sources, for the UNDERPASS PROJECT, in at least the equivalent amount.

5. CITY funding will supplement and not supplant the COM contribution.

6. The funds will be disbursed by CITY with an initial payment of $125,000.00 upon full execution of this Agreement by both parties, and a subsequent disbursement of $125,000.00 upon proof of the execution of a signed contract with the General Contractor. Subsequent disbursement shall be conditioned upon notice from COM that it has obtained completed design plans and has entered into a contract with a general contractor.

7. COM shall refund to CITY any portion of the funds which are unused or used for any purpose other than the UNDERPASS PROJECT at the SITE. UNDERPASS PROJECT shall be completed by COM by September 30, 2024, or such extended time that CITY may agree to in writing. If UNDERPASS PROJECT is not completed within said time funding shall be refunded to CITY. In addition to and notwithstanding said completion date, road closure and traffic detours shall be restored to original traffic condition on or before August 5, 2024, unless this date is extended by the City engineer.

8. On or before October 30, 2024, or such later time no more than thirty (30) days following completion of the UNDERPASS PROJECT, COM shall provide to CITY a report which shall summarize the accomplishments and activities of COM relating to the construction of the UNDERPASS PROJECT.

9. COM shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and COM agrees that it will comply with Title 6 of the Civil Rights Act of 1964 and City of Mobile Ordinance No. 14-034 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs, and COM and any subcontractors will 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.

10. COM shall be and at all times remain responsible for the design, improvements, and construction of the Project, and City shall have no liability in connection therewith.

11. Notwithstanding any of the provisions of this Agreement, it is agreed that CITY has no financial interest in the business of COM, and shall not be liable for any debts or obligations incurred by COM, nor shall CITY be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the COM.

12. COM, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of CITY but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense 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 COM, provided for herein, are performed, but on the contrary, COM shall be wholly responsible therefor.

13. COM acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for CITY having entered into this agreement. Therefore, COM 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 CITY, which such consent shall be granted or denied solely at CITY discretion.

14. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

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

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

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

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

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

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

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

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

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

15. COM agrees to indemnify, defend and hold 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 COM, its principals, directors, agents, servants and employees in the performance of this Agreement, for which CITY is alleged to be liable.

16. 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.

17. Unless waived by CITY, COM shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement. In consideration of the public purpose herein and the nature of the right of way improvement, CITY agrees to waive CITY permitting fees that would otherwise apply. COM or its agents will make all required permitting applications.

18. COM agrees that it shall comply with all the requirements of the State of

Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.

19. By signing this contract, COM 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.

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

Community of Mobile, Inc.
By: Lewis E. Beville

Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that LEWIS E. BEVILLE whose name as AUTHORIZED AGENT of Community of Mobile, Inc., a non-profit corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 15th day of May, 2024.

(SEAL) Sabrina Taylor

Notary Public

State of Alabama At-Large

My Commission Expires: _____

SABRINA TAYLOR NOTARY PUBLIC STATE OF ALABAMA MY COMMISSION EXPIRES AUGUST 13, 2024

City of Mobile

_____

William S. Stimpson

Mayor

Attested by City Clerk:

_____

Date: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Joe Snowden, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend 2018 contract with First Transit,Inc., for management of Wave Transit, to set management and insurance fees for last two renewal years. Fee amounts were not set in original contract.
General fund -Wave Transit enterprise account.

Amount of Contract:

$3,011,631.00

Funding Source

Project # **Discretionary Funds**

Project String 6060.6060.40010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2024 FirstTransitAmend Agenda Package	Cover Memo	4/12/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/16/2024 - 2:15 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:05 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:05 PM

Mayors Office	Barber, James	Approved	5/16/2024 - 3:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: 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, an amendment to an agreement dated July 1, 2018, by and between the City of Mobile and First Transit, Inc, for management of the Wave transit system, to set management fees and insurance rates for the final two renewal years in a total amount of $3,011,631.00, 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

DocuSign Envelope ID: 6958E532-32BF-422E-94D9-D2586A12D0C8

FIRST AMENDMENT TO MANAGEMENT AGREEMENT BETWEEN THE CITY OF MOBILE AND FIRST TRANSIT, INC.

THIS AMENDMENT ("Amendment 1") is made and entered into by and between the City of Mobile, a municipal corporation organized and existing under the laws of the State of Alabama, (hereinafter referred to as the "Client") and First Transit, Inc., a Delaware corporation, with its national headquarters at 720 Butterfield Rd #300, Lombard, IL 60148 (hereinafter referred to as "First Transit") (individually a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into that certain Management Agreement dated July 1, 2018 which has thereafter been extended two times since July 2021 (the "Agreement"); and

WHEREAS, the Parties desire to further extend the Agreement and amend certain portions thereof;

NOW, THEREFORE, the Parties mutually agree as follows:

1. Change of Address: First Transit, Inc. has a change of address and desires to amend the language the Agreement to reflect that change of address. All references to First Transit's old address within the Agreement shall now be changed to 720 Butterfield Rd #300, Lombard, IL 60148 as shown in the introductory paragraph above.

2. The term of this Agreement is extended for an additional period and will expire on June 30, 2025 ("Extended Term").

3. The Extended Term will include a revised pricing structure as shown in Attachment 1 below and incorporated herein.

4. First Transit and Client acknowledge that First Transit has provided Worker's compensation insurance and Commercial Automobile insurance (collectively, the "Insurance") for the operation of the Client's fleet since the start of the Agreement. First Transit and Client further acknowledge and agree that Client may, at its option, procure Insurance from a third-party. Participating in First Transit's Insurance pool shall not be a requirement, but rather an option for Client. Should Client elect to procure its own Insurance and no longer use First Transit's Insurance, they shall provide First Transit at least a 30-day written notice of any such decision.

DocuSign Envelope ID: 6958E532-32BF-422E-94D9-D2586A12D0C8

5. The Effective date for this Amendment 1 shall be July 1, 2023. For the avoidance of any doubt, the revised pricing structure from Attachment 1 shall be retroactively applied and Client shall pay for any price increase based on a July 1, 2023, Effective Date, not yet paid.

Except as Amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

CITY OF MOBILE

By:_____

Title:_____

FIRST TRANSIT, INC.

By: DocuSigned by: Jarod Varner BB4EC0F375CC437...

Title: RVP Transit Management

By: DocuSigned by: Scott Rougas EC640A2756EF474...

Title: Controller

DocuSign Envelope ID: 6958E532-32BF-422E-94D9-D2586A12D0C8

ATTACHMENT 1:

Contract Year July 1, 2023 – June 30, 2024	
Management Fee	$215,000
Commercial Automobile Insurance	$932,421
Worker's Compensation	$326,784
Contract Year July 1, 2024 – June 30, 2025	
Management Fee	$222,525
Commercial Automobile Insurance	$977,749
Worker's Compensation	$337,152

01-347

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Management Services Agreement, by and between the City of Mobile and FIRST TRANSIT, INC, in the amount of approximately $396, 215.28, for operation and management of the Wave Transit, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

A copy of said agreement is on file in the Office of the City Clerk.

Adopted: 06-12-18

City Clerk

MANAGEMENT AGREEMENT

This Agreement, is made and entered into this 12th day of June, 2018, by and between the City of Mobile, a municipal corporation organized and existing under the laws of the State of Alabama, (hereinafter referred to as the "Client"), and First Transit, Inc., a Delaware corporation (hereinafter referred to as "FIRST TRANSIT").

1. ENGAGEMENT

The Client hereby engages FIRST TRANSIT as an independent contractor to manage the operation of the public transit system in the Mobile urban area known as the "WAVE," including additions to and extensions thereof, (the "Transit System"), as provided herein. FIRST TRANSIT agrees to supply such services. The Agreement documents include this Management Agreement, First Transit's Proposal, and Client's Request for Proposals. The Request for Proposal and Proposal are attached hereto and incorporated herein. Should any of the terms conflict, priority will be assigned in the order the documents are listed.

2. DESIRED RESULT

The desired result to be achieved by FIRST TRANSIT is management of the Transit System under the Client's policies and in a way, which will provide the quality and quantity of service as determined from time to time by the Client. FIRST TRANSIT will work with the Client to continually assess the system and advise the Client on ways to increase its ridership and decrease its price per passenger ride. FIRST TRANSIT will not, however, be expected to achieve results beyond the limits of the funding and other resources made available to it for management of the Transit System.

3. SCOPE OF SERVICES OF FIRST TRANSIT

FIRST TRANSIT will furnish management services as reasonably required by the Client and necessary to assist the Client in the efficient operation of the Transit System under the policies, standards, and procedures established by the Client, and within the scope of FIRST TRANSIT's proposal. The management to be furnished includes, but shall not be limited to: assisting the Client in carrying out the functions of transit planning, marketing, real estate management, equipment and building utilization and maintenance, security, developing and evaluating routes, scheduling, fares, service standards, purchasing, accounting, budgeting, safety, securing insurance and managing claims, employee selection and training, labor negotiations (excluding grievances and interest arbitration), public relations, equipment selection, grant applications, grant management, and all other normal managerial functions reasonably required in the day-to-day operation of the Transit System.

FIRST TRANSIT will prepare operating budgets for the Transit System for the City's approval, and recommendations as to rates of fare to be charged to serve the goal of increasing ridership and decreasing costs per passenger, to the maximum extent feasible.

At the request of the Client, under separate contract and for an additional fee, FIRST TRANSIT will supply "Special Project" assistance. "Special Projects" include but are not limited to, Bus Line Inspections (BLI), Comprehensive Operational Analysis (COA), Transit Development Programs (TDP), MIS Projects, Operator Monitoring Services, or any other special programs requested of FIRST TRANSIT during the term of this Agreement. Special Projects are not within the scope of the day-to-day management services provided for herein. For each Special Project, the parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking -- reporting plan.

4. COMMENCEMENT AND TERM

The Effective Date of this Agreement is July 1, 2018, regardless of the date of execution, and the Agreement shall continue from the Effective Date for a term of three (3) years from the Effective Date. This Agreement shall be extended by mutual agreement of the parties for four additional one year terms, unless either party gives the other party sixty (60) days' written notice before expiration of the original or subsequent one year terms, of such party's desire to terminate the contract at its convenience.

5. OPERATING ENTITY AND PERSONNEL

A. FIRST TRANSIT will cause to be formed, under the laws of Alabama, a wholly-owned subsidiary by the name of Transit Management of Mobile, Inc. ("Transit Sub"). The Transit Sub will be the employer of all personnel necessary for the operation of the Transit System. Transit Sub will deliver to Client, within thirty (30) days following its formation, written evidence, executed and affirmed by the appropriate officers and/or directors, [Transit sub's] covenant to perform the obligations undertaken by FIRST TRANSIT pursuant to this Agreement and further acknowledging receipt from both FIRST TRANSIT and Client of consideration sufficient to bind it to the terms of the same.

B. FIRST TRANSIT will furnish a General Manager during the entire time this Agreement remains in effect. The General Manager including the first appointee and all replacements, shall be selected with the approval of the Client, which approval shall not be unreasonably withheld, shall serve at the expense of FIRST TRANSIT and shall provide the active management of the Transit System for and on behalf of the Client. The General Manager shall reside in the Mobile area. Management of the Transit System shall be the full time job of the General Manager. The General Manager and any other resident management personnel positions that may be added shall be the sole FIRST TRANSIT employee(s) under this Agreement.

C. FIRST TRANSIT may also furnish, upon mutual agreement of the parties, additional resident management personnel. The Client agrees, for a period of one (1) year following the expiration or sooner termination of this Agreement, not to solicit, nor to hire as an employee, nor to engage in any capacity whatsoever, FIRST TRANSIT employees, as defined in Section 5 B of this Agreement.

6. ADVISORY AND TECHNICAL ASSISTANCE

FIRST TRANSIT will furnish advisory and technical assistance, at the Transit System or elsewhere, as may be reasonably required to assist the General Manager in the management of the Transit System at no additional cost (except travel and living expenses as set forth in Section 6 herein). Such advisory and technical assistance shall include, but will not be limited to, services relating to the managerial functions identified in Section 3, and in-house counsel or other appropriate personnel to negotiate labor contracts and represent management on grievances. Advisory and technical assistance does not include legal services provided by outside counsel, which may be retained in accordance with paragraph 21 herein.

The Client will reimburse FIRST TRANSIT for travel and living expenses of non-resident FIRST TRANSIT personnel while they are providing advisory and technical assistance services away from their headquarters, as provided below, for time spent and expenses incurred in excess of the 80 hours of support time as set forth in First Transit's proposal:

Travel

1. Actual coach airfare.
2. Automobile allowance computed at the lesser of the rate per mile established by either the state or federal government at the beginning of each six month period that this Agreement is in effect.
3. Airport parking fees and related ground transportation costs.

Living

Actual costs incurred for lodging, plus $50.00 per Diem to cover food and miscellaneous expenses. The per diem amount shall be increased by $3.00 for each succeeding year of this Agreement. FIRST TRANSIT will keep adequate time and expense records to document the billings, which shall be submitted monthly to the Client.

7. COMPENSATION

FIRST TRANSIT's monthly fee for the services to be rendered pursuant to this Agreement will be as follows:

PERIOD	FEE
Year 1	**$10,791.68**
Year 2	**$11,004.40**
Year 3	**$11,221.86**
Year 4	**$11,444.16**
Year 5	**$11,671.45**

Payment will be made by the Client to FIRST TRANSIT on or before the 15th day of each month for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement becomes effective or terminates during a calendar month, the fee due FIRST TRANSIT will be prorated on a daily basis. The Client will pay interest on any balance that remains outstanding more than thirty (30) days following the date on which payment is due at the rate of five percent (5%).

8. WORK FUNDS

A. The Client shall provide the Transit System with adequate working funds which shall be deposited in a "Regular Operating Checking Account," "Other Special Accounts as Needed," and a "Payroll Account" and shall be used to pay all payroll, fringe and pension benefit expenses and all other "operating expenses" of the Transit System under procedures and controls adopted by the Client. The ownership of said funds will remain in the Client.

B. As used herein, the term "operating expenses" of the Transit System shall mean and include, but not be limited to: (1) all wages, fringe benefits, and pension benefits of all personnel (excluding the General Manager of the Transit System), (2) all payroll, social security, property and all other taxes pertaining to the operation of the Transit System, (3) all rentals, utilities, association dues, insurance premiums and deductibles, (4) cost of fuel, supplies and parts, repairs, uninsured losses, judgments, settlements, awards (subject to the limitations set out below), and (5) all other charges, costs and expenses pertaining to the operation of the Transit System. It is also understood and agreed that the term "operating expenses" shall include all past, present, and future pension or profit sharing plan liability, including without limitation, liability for vested but unfunded or underfunded benefits, payable by the Client or its contractors.

C. All operating expenses shall be an obligation of, and paid by, the Client. Under no circumstances may the Client withhold or offset compensation to FIRST TRANSIT or reimbursable operating expenses stated on the Client's invoice. In the event of a dispute, the Client shall pay the invoice and protest disputed amounts in writing to the FIRST TRANSIT.

D. The foregoing notwithstanding, any fees and costs incurred by FIRST TRANSIT in connection with disputes between FIRST TRANSIT and Client arising from FIRST TRANSIT's breach of the terms of this agreement and/or from the gross negligence, wantonness, intentional misconduct, or criminal conduct of FIRST TRANSIT, its officers, agents or employees (excluding employees of the Transit Sub]will be paid by FIRST TRANSIT and will not be assessed to or paid by the Transit System or by Client.

Regarding uninsured losses, judgments, settlements and awards, the portion of any of the foregoing found against FIRST TRANSIT which shall have arisen as an uninsured or underinsured claim which is solely attributable to the gross negligence, wantonness, intentional misconduct, or criminal conduct of FIRST TRANSIT, its agents and employees [excluding employees of the Transit Sub], including but not limited to, the resident General Manager, shall not be an operating expense, and FIRST TRANSIT, shall not be entitled to reimbursement from Client for such portion of the judgment, settlement or award.

9. EXCLUDING OPERATING EXPENSES

Corporate expenses of FIRST TRANSIT not arising from the Transit System or FIRST TRANSIT's management or operation of the Transit System, comprehensive liability insurance for FIRST TRANSIT when not directly related to the Transit System, taxes of all kinds levied by reason of property owned by or net income of FIRST TRANSIT, and any expense not directly related to the obligations of FIRST TRANSIT under this Agreement, are excluded from reimbursement.

10. EQUIPMENT, FACILITIES AND SERVICES

The Client will furnish, at its expense and without cost to FIRST TRANSIT, the use of all necessary office space, utilities, furniture, equipment, supplies, materials, communication services, legal services outside the scope of FIRST TRANSIT's advisory and technical assistance under section 6, postage, secretarial and clerical help, and such automobile transportation and related parking as may be reasonably necessary for the management of the Transit System. The Client agrees to pay any other reasonable business expenses incurred by FIRST TRANSIT in the management or operation of the Transit System.

11. EMPLOYER STATUS

The Transit Sub] will be the employer and assume the employment of all employees, other than FIRST TRANSIT personnel, and all labor and other contractual obligations necessary for the operation of the Transit System. All collective bargaining agreements or other employment agreements and amendments thereto negotiated by FIRST TRANSIT will be submitted to the Client for approval.

12. REVENUE

Revenue derived from the operation of the Transit System, whether from passengers or from other sources, shall be and remain from the initial receipt thereof, the property of the Client. The handling and treatment of such revenue, including the banking thereof, and the accounting therefore, shall be as directed by the Client. FIRST TRANSIT on behalf of the Client, shall receive, collect and deposit all of the aforesaid revenue collected in its operations in the manner directed by the Client. FIRST TRANSIT shall keep and maintain the local books and records of the operation of the Transit System in conformity with the requirements, and at the direction of, the Client. FIRST TRANSIT shall render and certify to the Client such full and complete monthly or other operating reports and financial statements as the Client shall reasonably require.

13. TITLE TO PROPERTY

All real estate, buildings, equipment, buses, motor vehicles and all materials and supplies reasonably necessary for the operation of the Transit System shall be furnished by the Client and shall remain the property of the Client. All property of any type either real, personal, or mixed hereinafter acquired and reasonably necessary for performance of the Transit System operations shall be acquired at the Client's expense and shall become the property of the Client.

14. PURCHASING OF EQUIPMENT AND SUPPLIES

FIRST TRANSIT shall advise the Client from time to time regarding the types and amounts of materials, supplies, tools and equipment, including buses, needed for use in the operation or maintenance of the Transit System, and the types and amounts of grant funds available for payment of said costs. FIRST TRANSIT shall make recommendations as to type, quantity and amount of materials, supplies and equipment to be purchased, and such purchases shall be made pursuant to the Client's purchasing policy.

15. AUDIT AND INSPECTION OF RECORDS

FIRST TRANSIT shall permit the authorized representatives of the Client to inspect and audit all local data and records of FIRST TRANSIT reasonably relating to its performance under this Agreement. To the extent that federal or state funds are involved, the right to inspection and audit shall extend to authorized representatives of the United States Department of Transportation, the Comptroller General of the United States and the applicable state offices, if any.

16. BUDGETS AND PROJECTIONS; FARES AND SCHEDULES

FIRST TRANSIT agrees to prepare or assist in the preparation of the necessary annual budgets and projections as are required by the Client and agrees to furnish periodic reports and recommendations to the Client relating to service extensions, route planning and service policies. FIRST TRANSIT shall advise Client as soon as practicable if expenses are projected to exceed the budgeted funds.

17. FIRST TRANSIT EMPLOYEES

FIRST TRANSIT will be the employer of the General Manager, and will be solely responsible for said employee, and any other employees hired by FIRST TRANSIT to perform its obligations under this Agreement.

18. RESERVED

19. INSURANCE AND INDEMNIFICATION

A. Except as set forth below, FIRST TRANSIT shall furnish and maintain, at Client's cost and expense, at all times during the term of this Agreement, insurance which, at a minimum, includes the types listed in in paragraph B.1. through 4. In the minimum amounts set out therein. FIRST TRANSIT shall use its best efforts to secure the Optional Insurance Cost and Savings as described in Section 6, page 13 of its Proposal.

B. At all times during the term of this Agreement, FIRST TRANSIT, at its sole cost and expense, shall procure and maintain the following insurance naming Client and Transit Sub as additional insureds under such policies:

1. Commercial Auto Liability insurance for bodily injury and property damage having a combined single limit of not less than $15,000,000 per occurrence, which insurance shall also include, without limitation, collision and comprehensive coverage and

underinsured/uninsured coverage for Transit System owned or leased vehicles and equipment;

2. Commercial General Liability insurance for bodily injury and property damage having a combined single limit of not less than $5,000,000 per occurrence and $10,000,000 in the aggregate, which insurance shall also include, without limitation coverage for abuse and molestation. FIRST TRANSIT shall furnish liability insurance as described in its Proposal, incorporated herein.

3. Workers' Compensation insurance that, at a minimum, complies with the Workers' Compensation Laws of the State of Alabama.

All of the above insurance policies shall be primary and non-contributory insurance policies with respect to the operation of the Transit System. All of the above insurance policies shall contain a waiver of subrogation provision.

C. FIRST TRANSIT will coordinate the transition of insurance coverage for the Transit System from the current transit manager to FIRST TRANSIT within a timeline established by the parties, and provide Client with certificates of insurance naming the types and amounts of coverage, and copies of all insurance policies and endorsements as requested.

D. On or before the effective date of this Agreement, FIRST TRANSIT shall provide Client with: (i) copies of all insurance policies carried by FIRST TRANSIT; and (ii) proof of the above described insurance coverage, in the form of Certificates of Insurance. All Certificates of Insurance must be signed by an authorized representative of FIRST TRANSIT's insurance carrier and must state that the issuing company, its agents, or representatives will provide Client thirty (30) days written notice prior to cancellation or material reduction in coverage on any policy. Renewal certificates must be provided to Client within ten (10) days after the effective date of the renewal. Client and Transit Sub shall be named as additional insureds on all such policies, where applicable.

E. FIRST TRANSIT shall indemnify, defend, protect and hold harmless the Client, its members, directors, officers, employees, and agents, for, from and against any and all claims, damages, liabilities, suits, administrative proceedings, and expenses, including attorney fees and costs, arising from the gross negligence or willful misconduct of the General Manager.

20. RESERVED.

21. LEGAL COUNSEL

It shall be the responsibility of the Client to handle all legal matters of the Transit System are outside the scope of advisory and technical assistance in Section 6 and are not covered by insurance. Client shall use its best efforts to retain counsel reasonably acceptable to FIRST TRANSIT and treat the cost thereof as an operating expense of the Transit System.

Any fees and costs incurred by FIRST TRANSIT in connection with disputes between FIRST TRANSIT and City will be paid by FIRST TRANSIT and will not be assessed to or paid by the Transit System or by City.

22. FORCE MAJEURE

FIRST TRANSIT shall not be liable to the Client for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, labor unrest, labor shortages, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of FIRST TRANSIT.

23. NO PERSONAL LIABILITY

No officer, director, or employee of the Client or of FIRST TRANSIT shall be personally liable for the fulfillment of the conditions of this Agreement.

24. DEFAULT

In case of a breach of any material provision hereunder, the nonbreaching party shall give the other party prompt written notice of such breach, setting forth the facts in reasonable detail. In the event that the breaching party has not cured such breach within thirty (30) days (or in case of breaches which require a longer period to cure, has failed to commence upon such cure within said period and thereafter to diligently proceed with the same to completion), the nonbreaching party shall have the right to terminate this agreement without further notice. This Agreement shall also be terminable for cause at the option of the other party if any party is adjudicated bankrupt; is subjected to the appointment of a receiver and fails to have such a receiver removed within ninety (90) days; has any of its property attached and fails to remove such attachment within ninety (90) days; becomes insolvent; or, for a period of ninety (90) days, is unable to pay its debts as the same become due, upon ninety (90) days' notice.

25. SEVERABILITY AND INTENT

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

26. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to inure to the benefit of any third parties, and confers no rights on anyone other than the Client and FIRST TRANSIT.

27. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. However, this Agreement shall be binding upon the successors or assigns of the respective parties.

28. NOTICE

Notice to FIRST TRANSIT means notice in writing addressed to FIRST TRANSIT's local General Manager at the local address of the Transit System, and to the Vice President of Transit Management, FIRST TRANSIT and delivered to the office of FIRST TRANSIT at 600 Vine Street, STE 1400, Cincinnati, Ohio 45202. Notice to the Client means notice in writing addressed to Chief Procurement Officer/ADA Coordinator, City of Mobile, Alabama, 205 Government Street, Mobile, AL 36644.

29. APPLICABLE LAW

Subject to Federal Law requirements found in **Exhibit A,** this Agreement shall be governed by the laws of the state of Alabama without regard to conflict of law principles and any dispute shall be venued in the courts located in Mobile, Alabama.

30. ENTIRE AGREEMENT

This Agreement, including all Exhibits hereto, constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both parties. If any provisions, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect. If any language in this Agreement shall conflict with any language in the Exhibits hereto, the language of this Agreement shall govern.

EXHIBITS:	Exhibit A	Federal Requirements
	Exhibit B	First Transit Response dated January 18, 2018, to City of Mobile Request for Proposal Transit Management Services
	Exhibit C	City of Mobile Request for Proposals 2018-002

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF MOBILE

_____
Witness

By: _____

Title: _____

Date: _____

ATTEST: _____ City Clerk

FIRST TRANSIT, INC.

Gayla Maxwell
Witness

By: _____

Title: President

Date: 5/17/18

Transit Management of Mobile, Inc.

Gayla Maxwell
Witness

By: _____

Title: President

Date: 5/17/18

EXHIBIT A

FEDERAL REQUIREMENTS

1) Program Fraud and False or Fraudulent Statements and Claims.

The Contractor acknowledges and agrees as follows:

A. The Contractor acknowledges that the requirements of the Program Fraud Civil Remedies Act of 198 6, as amended, 3 1 U. S. C. § § 3 801 et al. and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 3 1, apply to its actions pertaining to the Project. Accordingly, by signing the Contract or Subcontract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent that the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2) Federal Changes.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October,1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3) Civil Rights Requirements.

The following requirements apply to the underlying contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act

B. of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et al., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. I 1 3 7 5, " Amending Executive Order I 1 246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4) Title VI.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") title 49, CFR, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix 8 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or Leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the -**Purchaser** or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish

this information the contractor shall so certify to the **Purchaser** , or the -Federal Transit Administration (FTA) as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Compliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the **Purchaser** shall impose contract sanctions as it or the (Name of the Appropriate Administration) may determine to be appropriate, including, but not Limited to:

1) withholding of payments to the contractor under the contract until the contractor complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

5) Termination Provisions.

A. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **Purchaser** may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **Purchaser** that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the **Purchaser**, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

B. Opportunity to Cure (General Provision)

The **Purchaser** in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to **Purchaser**'s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from **Purchaser** setting forth the nature of said breach or default, **Purchaser** shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to

preclude **Purchaser** from also pursuing all available remedies against Contractor and its sureties for said breach or default.

C. Waiver of Remedies for any Breach

In the event that **Purchaser** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **Purchaser** shall not limit **Purchaser**'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

6) Requirements for Disadvantaged Business Enterprises (DBE).

The Federal Fiscal Year goal has been set by (**Grantee**) in an attempt to match projected procurements with available qualified disadvantaged businesses. **Purchaser** goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by **Purchaser** as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal. If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the Contractor non-complaint and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

A. Policy - It is the policy of the Department of Transportation and **Purchaser** that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the Regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of **Purchaser** to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of **Purchaser** procurement activities are encouraged.

B. DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the

performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, **Purchaser** may declare the contractor non-complaint and in breach of contract. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with **Purchaser** DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of **Purchaser** and will be submitted to **Purchaser** upon request. **Purchaser** will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements DBE Program

Definitions, as used in the contract:

A. Disadvantaged business "means a small business concern":

1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

2) Whose management and day business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. or

3) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 5 1% of the stock of which is owned by one or more women individuals; and

4) Whose management and daily business operations are controlled by one or more women individuals who own it.

B. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

C. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or

D. individuals found to be disadvantaged by the Small Business Administration pursuant to section g(a) of the Small Business Act.

1) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
2) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3) "Native Americans', which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
5) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

7) Environmental Protection.
The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act-of 1969, as amended, 42 U. S.C. §§ 4321 et seq. in accordance, with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S. C. § 5324(b); Council on Environmental Quality Regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA Regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

8) Energy Conservation.
The contractor agrees to 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. \

9) Privacy.
To the extent that the Contractor, any third party contractor at any tier, any sub-recipient at any tier, or their employees administer any system of records on behalf of the Federal Government, the Contractor agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected sub-recipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552, (the Privacy Act). Specifically:

A. Consent of Federal Government. The Contractor agrees to obtain the express consent of the Federal Government before it or its subcontractors, or any

B. of their employees operates a system of records on behalf of the Federal Government.

C. Acknowledgment of Civil and Criminal Penalties. The Contractor acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal Government under the Project, and that failure to comply with the Privacy Act may result in termination of the Contract .

10) Access to Records and Reports.

The following access to records requirements apply to this Contract:

A. Where the Purchaser is not a State but a local government and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 531 1.

B. Where the Purchaser is a State and is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

C. Where any Purchaser which is the FTA recipient or a sub-grantee of the FTA recipient in accordance with 49 U. S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)l) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller

General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

D. The Contractor agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11) Access to Records.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of a such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(I 1).

12) Clean Air.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S. C. §§ 7401 et seq. Specifically:

A. to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by the FTA.

13) Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. The contractor agrees to report each violation to the **(Grantee)** and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

14) Notification of Federal Participation.

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the Contractor agrees to

specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

15) 13(c) and Transit Employee Protective Arrangements.

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

A. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with ten-ns and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U. S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 53 10(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 531 1. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 53 10(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 53 10(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

C. Transit Employee Protective Requirements for Projects Authorized by 49

U.S.C. §5311 in Nonurbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U. S.C. § 531 1, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S.

D. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16) Charter Service Operations.

The Contractor agrees to comply with 49 U. S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

17) School Transportation Operations.

Pursuant to 69 U. S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

18) Access Requirements for Individuals with Disabilities.

The Contractor agrees to comply with the requirements of The Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., including but not limited to the regulatory provisions of 49 CFR Parts 27, 37 and 39.

19) Drug Abuse and Testing Requirements.

The Contractor agrees to participate in **Purchaser**'s drug and alcohol program established in compliance with 40 FR 653 and 654. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating

administrations, the State Oversight Agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports annually. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

20) Disputes.

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Purchaser**'s representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the next higher chain of command. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of this person shall be appealable to an arbitrator.

Performance During Dispute. Unless otherwise directed by **Purchaser**, Contractor shall continue performance under this Contract while matters in dispute are being resolved, unless dispute involves a past due payment owed to Contractor uncured within 90 days, in which case Contractor may discontinue performance.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes

and other matters in question between the **Purchaser** and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the **Purchaser** is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the **Purchaser** or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21) Incorporation of FTA Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220. ID, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, failure to perform any act, or refuse to comply with any **Purchaser** requests which would cause **Purchaser** to be in violation of the FTA terms and conditions.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Autonation Ford Mobile for 5 2024 Ford Bronco Sport 4x4 SUVs for Municipal Enforcement
Fleet capital

Amount of Contract:

$151,450.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Auto Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 3:21 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
7128	2024	(F7000) MOTOR POOL	5 2024 FORD BRONCO SPORT 4X4 SUVS FOR MUNICIPAL ENFORCEMENT (SEALED BID 5878)	$151,450.00	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00007128-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
AUTONATION FORD MOBILE	MUNICIPAL GARAGE
901 E I-65 SERVICE RD S	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	AGEET@CITYOFMOBILE.ORG
Tel#251-478-3351	Delivery Reference
Fax 251-643-1244	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	270013				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 FORD BRONCO SPORT BIG BEND 4x4 AS FOLLOWS: 1.5L ECOBOOST ENGINE, 8-SPEED AUTOMATIC, OXFORD WHITE IN COLOR, EBONY, UNIQUE CLOTH FRONT BUCKET SEATS	5.00 EACH	30290.00000	151450.00

Additional Description Notes

2024 FORD BRONCO SPORT BIG BEND 4x4 AS FOLLOWS: 1.5L ECOBOOST ENGINE, 8-SPEED AUTOMATIC, OXFORD WHITE IN COLOR, EBONY, UNIQUE CLOTH FRONT BUCKET SEATS-INCLUDE EASY TO CLEAN CLOTH, 6-WAY MANUAL DRIVER AND 4-WAY MANUAL PASSENGER SEATS, FRONT LICENSE PLATE BRACKET, DAYTIME RUNNING LAMPS, FRONT & REAR FLOOR LINERS W/O CARPET MATS, REAR PARKING SENSORS

VENDOR QUOTED FORD BRONCO SPORT

AS PER CITY OF MOBILE BID # 5878 AND YOUR QUOTE

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP05510 .VEHICLEEXP. . 151450.00

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

Deliver To

Bill To	Requisition 00007128-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	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
03/28/24	270013				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	.	1.00 EACH	0.00000	0.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP05510 .VEHICLEEXP. .			.00

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 151450.00

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

Account	Amount	Remaining Budget
E MP05510 .VEHICLEEXP. .	151450.00	52366.49

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

Bill To	Requisition 00007128-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	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
03/28/24	270013				MOTOR POOL

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		151450.00	12892863.56
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	04/01/24	CHARLES SUMRALL	Approve Spec
Approved	04/05/24	SHONNDA SMITH	
Approved	04/05/24	CHERI BOUCHER	Auto approved by: 910518244
Unknown	05/09/24	JOHN PAINE	
Approved	05/09/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/09/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/09/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/09/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/09/24	JOHN PAINE	
Approved	05/09/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/16/2024	5878	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, May 1, 2024

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

SPORTS UTILITY VEHICLE

Appx 5-10

2024 Ford Bronco Sport (R9B) Big Bond 4x4 Sports Utility Vehicle or equal

Make & Model _____

Furnish Literature and Specifications.

Upon award the City will purchase a minimum of five (5) Ford Bronco Sport (R9B) Big Bend 4x4 models or equal.

The following are to be included in the above vehicle:

- YZ – Oxford White
- QH – Seating cloth, 6-way manual driver
- 942 – Daylight running lights
- SOC – Floor liners
- 18B – Rear parking sensors
- 200A – Equipment group

Include Certificate of Title in your Bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Business License Required (See Instruction #14).

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

Pricing to be good for current model year bid.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org..

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for operational upfit of 18 Chevrolet PPV SUVs for MFRD.
Motor Pool capital

Amount of Contract:

$180,746.64

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240516 Dana Agenda Package POs	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
9115	2024	(1510) FIRE ADMINISTRATIO	OPERATIONAL UPFIT OF 18 CHEVROLET TAHOE PPV SUVS FOR MFRD (AL STATE CONTRACT)	$180,746.64	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PURCHASING AS PER STATE OF ALABAMA CONTRACT MASTER AGREEMENT MA230000004209			
001	SIREN AUTOMOTIVE AS FOLLOWS,	18.00 EACH	520.26000	9364.68
	Additional Description Notes			
	PART #W717CPYM ETSA481RSR SOI, 400 SERIES REMOTE SIREN, W/KNOB, 100WATT PER QUOTE 531805-B			
	Vendor Item			
	Inventory Item/Loc 13575			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			9364.68
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
002	SIRENS: PART #6W717DLX9 ETSS100J	18.00	196.18000	3531.24
	SOI 100J SERIES COMPOSITE SPEAKER	EACH		

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER QUOTE 531805-B Vendor Item			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			3531.24
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	PART #a6W717EFCG ENFWB00ELH SOI, NFILB, FRNT, 8MOD, 2021-23 TAHOE, RW PER QUOTE 531805-B Vendor Item	18.00 EACH	916.98000	16505.64
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			16505.64

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	PART #6W717FJ8Y ENFWB00U8T SOI, NFILB, REAR, 8MOD, 2021-22 TAHOE, RA PER QUOTE 531805-B Vendor Item	18.00 EACH	916.98000	16505.64
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			16505.64
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 4

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
005	LIGHT: PART #6W717GGX1 ESLRL6115D SOI, SL RUNNING, 61", 5MOD, R/W, 2CLR/DUO PER QUOTE 531805-B Vendor Item	36.00 EACH	286.66000	10319.76
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			10319.76
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	LIGHT: PART #a6W717HQ1V PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE PER QUOTE 531805-B Vendor Item	36.00 EACH	20.44000	735.84
	1 7000.40.20.0000.0000.2070.0000.0000.47120.			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E MP01522 .VEHICLEEXP. .			735.84

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

007	LIGHT: PART #6W71EAZJL EMPS4STS4D SOI, MPWR HD, 4", STM, CLR HSG, RED/WHT PER QUOTE 531805-B Vendor Item	72.00 EACH	106.75000	7686.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			7686.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	PART #6W717K3NT PMP2WSDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK 531805-B PER QUOTE 531805-B	36.00 EACH	15.22000	547.92
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			547.92
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	PART #W717KWQ2 EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT PER QUOTE 531805-B	72.00 EACH	106.57000	7673.04
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			7673.04

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	PART #6W71ECI5K PMP2BKGBPB SOI GRILLE MOUNT PLATE PER QUOTE 531805-B Vendor Item	72.00 EACH	8.70000	626.40
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			626.40
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 8

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
011	PART #6W717O909 EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT PER QUOTE 531805-B	36.00 EACH	106.57000	3836.52
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			3836.52
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012	PART #6W719IGEV EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT PER QUOTE 531805-B	36.00 EACH	106.57000	3836.52
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			3836.52

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 9

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013	PART #717PVTJ EXFS10002-D 56.1100 4,039.92 SOI XF Flush Mount Light R/W PER QUOTE 531805-B	72.00 EACH	56.11000	4039.92
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			4039.92
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 10

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
014	PART #a6W717RLOW EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W PER QUOTE 531805-B	18.00 EACH	51.76000	931.68
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			931.68
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	MOUNT ON UNDERSIDE OF CARGO HATCH 18 N 18PART #a6W7190JOE PART #7160-1566 GJ, CONSOLE BOX, 2021-23 TAHOE, WIDE, RMK TAB, 20“ PER QUOTE 531805-B	18.00 EACH	564.30000	10157.40
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			10157.40

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 11

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016	PART #a6W719CHFP 7160-0846 GJ DUAL INTERNAL CUPHOLDER FOR CONSOLE BOX PER QUOTE 531805-B	18.00 EACH	51.87000	933.66
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			933.66
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 12

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
017	PART #a6W719DGW3 7160-1216-09 GJ MONGOOSE XLE 9IN MOTION ATTACHMENT PER QUOTE 531805-B	18.00 EACH	336.30000	6053.40
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			6053.40
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
018	PART #6W719KFE0 7160-0524 GJ BREAKAWAY ARMREST MOUNTS TO MCS CONSOLE BOX PER QUOTE 531805-B	18.00 EACH	222.87000	4011.66
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			4011.66

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 13

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019	PART #7160-1299-10 GJ PRO-SIZE UNIVERSAL TABLET CRADLE PER QUOTE 531805-B	18.00 EACH	139.65000	2513.70
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			2513.70
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 14

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
020	PART #6W719MJSK 7160-0494 GJ TABLE MOUNT PER QUOTE 531805-B	18.00 EACH	84.93000	1528.74
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			1528.74
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
021	PART #6W719N6AD 7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) PER QUOTE 531805-B	18.00 EACH	23.94000	430.92
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			430.92

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 15

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
022	PART #6W719NWFK 15371 GJ DUAL USB POWER PORT 4.2 A PER QUOTE 531805-B	18.00 EACH	63.27000	1138.86
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			1138.86
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 16

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
023	PART #a6W719TZN5 INSTALL KIT MISC INSTALLATION SUPPLIES I.E PER QUOTE 531805-B	18.00 EACH	250.00000	4500.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			4500.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
024	PART #a6W719U9Z6 INSTALL DSS INSTALLATION OF EQUIPMENT PER QUOTE 531805-B	18.00 EACH	2818.75000	50737.50
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			50737.50

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 17

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
025	DELIVERY FEE	18.00 EACH	700.00000	12600.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			12600.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00009115-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 18

Vendor	Ship To
DANA SAFETY SUPPLY INC	FIRE CENTRAL SUPPLY
4809 KOGER BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
GREENSBORO, NC 27407	RICHARDSONV@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/14/24	290980				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 180746.64

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	180746.64	308328.90

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	180746.64	11948837.92
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/16/24	CHARLES SUMRALL	
Queued	05/16/24	SHONNDA SMITH	
Queued	05/16/24	CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Dana Safety Supply, Inc. MA230000004209

Linked Solicitation
Emergency Lighting, Consoles, Guards & Vaults Bid

Sourcing Number
SRC0000016881

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/7/2023

End Date
9/6/2024

Documents

- State of Alabama Emergency Lighting Contract Executive Summary.pdf
- Master_Agreement_V1.pdf

Items

Item Name	Product Code		UOM
Code 3 Emergency Lighting	1	0.00	USD
Code 3 Emergency Lighting	2	68.75	Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00	USD
Feniex Emergency Lighting	7	0.00	USD
Feniex Emergency Lighting Labor Rate	8	68.75	Hour
Feniex Lighting Shop Supplies	9	0.00	USD
Go-Rhino Emergency Lighting	10	0.00	USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75	Hour
Go-Rhino Lighting Shop Supplies	12	0.00	USD
Havis Emergency Lighting	13	0.00	USD
Havis Emergency Lighting Labor Rate	14	68.75	Hour
Havis Lighting Shop Supplies	15	0.00	USD
Pro-Gard Emergency Lighting	16	0.00	USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75	Hour
Pro-Gard Lighting Shop Supplies	18	0.00	USD
Soundoff Signal Emergency Lighting	19	0.00	USD
Soundoff Signal Lighting Labor Rate	20	68.75	Hour
Soundoff Signal Lighting Shop Supplies	21	0.00	USD
Star Signal Emergency Lighting	22	0.00	USD
Star Signal Lighting Labor Rate	23	68.75	Hour
Star Signal Lighting Shop Supplies	24	0.00	USD
Gamber Johnson Products	31	0.00	USD
Gamber Johnson Labor Rate	32	68.75	Hour
Gamber Johnson Shop Supplies	33	0.00	USD
Westin Products	34	0.00	USD
Westin Labor Rate	35	68.75	Hour
Westin Shop Supplies	36	0.00	USD
Jotto Desk Products	37	0.00	USD
Jotto Desk Labor Rate	38	68.75	Hour
Jotto Desk Shop Supplies	39	0.00	USD
Shipping/Freight	43	0.00	USD

State of Alabama Emergency Lighting Contract Executive Summary

The purpose of this Master Agreement (MA) is to make available emergency and law enforcement lights, sirens, and accessories.

This agreement is multi-awarded by manufacturer grouping to the two (2) lowest responsible bidders meeting all specifications. The following scenario was used to determine the two (2) lowest responsible bidders for each manufacturer grouping: The total dollar amount of $1000.00 of parts minus the percentage discount taken off the current manufacturers catalog and five (5) hours of labor. The agreement is available to city and county governmental entities, schools, and universities within the State of Alabama. The full terms and conditions are located on each vendor's master agreement.

General ordering guidelines:

- If a supplier is not listed under a specific manufacturer, then they cannot provide items that fall under that specific manufacturer.
- Supplier quotes must include the list price and discounted price for the items requested or the quote will be rejected.
- Freight charges will need to be itemized separately on the supplier quote.
- Shop supply charges will need to be itemized separately on the supplier quote.

Master Agreements:

MA230000004209 - Dana Safety

MA230000004211 - Donohoo Chevrolet

MA230000004212 – Haynes Emergency Lighting

MA230000004213 - Mobile Communications America

MA230000004214 – Pro Logic ITS

Manufacturer Categories w/supplier discount (Note: Hourly labor rates are in parenthesis)

Whelen

Haynes Emergency Lighting – 42% ($55.00)

Mobile Communications America – 22% ($120.00)

Havis

Haynes Emergency Lighting – 34% ($55.00)

Dana Safety – 40% ($68.75)

Pro-Gard

Haynes Emergency Lighting – 28% ($55.00)

Dana Safety – 28% ($68.75)

Go Rhino

Haynes Emergency Lighting – 32% ($55.00)

Dana Safety – 31% ($68.75)

Soundoff Signal

Dana Safety – 56.50% ($68.75)

Donohoo Chevrolet – 50% ($75.00)

Star Signal

Dana Safety 54% ($68.75)

Feniex

Haynes Emergency Lighting – 45% ($55.00)

Dana Safety – 45% ($68.75)

Code 3

Pro Logic ITS – 38% ($35.00)

Dana Safety – 47.30% ($68.75)

Federal

Pro Logic ITS – 48% ($35.00)

Haynes Emergency Lighting – 35% ($55.00)

Gamber Johnson

Pro Logic ITS – 33% ($35.00)

Dana Safety – 43% ($68.75)

Westin

Haynes Emergency Lighting – 42% ($55.00)

Dana Safety – 47.25% ($68.75)

Jotto Desk

Pro Logic ITS – 26% ($35.00)

Dana Safety – 35.50% ($68.75)

Truck Vault

Pro Logic ITS – 18% ($35.00)

Haynes Emergency Lighting – 15% ($55.00)

State of Alabama

Department of Finance
Division of Purchasing
Master Agreement

Contract Information			
State Contract Number:	MA230000004209	Name:	Statewide Emergency Lighting - Dana Safety
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	UNDEFINED	Original End Date:	9/6/2024
Begin Date:	9/7/2023	Actual End Date:	
Solicitation Number:	SRC0000016881	Version Number:	0

Reason for Modification
UNDEFINED

Buyer Information	
Name:	WayneGautney
Phone:	UNDEFINED
Email:	wayne.gautney@purchasing.alabama.gov

Supplier Information	
Supplier Name / Order Address	**Supplier Contact**
VC000115970: Dana Safety Supply, Inc	Mark Sevigny
5221 W. Market St.	813-348-4866
	bids@danasafetysupply.com
Greensboro North Carolina 27409	
US	

Item 1 - Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures, visit our website www.purchasing.alabama.gov.

Item 2 - Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:
The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Item 3 - Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Item 4 - Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Nonavailability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Item 5 - Sales Tax Exemption:

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Item 6 - Foreign Corporation – Alabama Secretary of State Registration:

Alabama Law requires a foreign entity (an out of state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State. Code of Alabama Section 10A-1-7.01 to 7.14.

Item 7 - Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012- 491):

As a condition for award of this bid, the vendor acknowledges the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/everify.

Item 8 - Certification Pursuant to Act no. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Item 9 - Product Delivery, Receiving and Acceptance:

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Item 10 - Invoices:

Inquiries concerning invoice payments are to be directed to the receiving agency.

Item 11 - Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 100 Navion roadway luminaires for Traffic Engineering.
Capital I65 and I10 improvement project

Amount of Contract:

$103,208.00

Funding Source

Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240514 Graybar Agenda Package POs	Cover Memo	5/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/15/2024 - 12:29 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
8664	2024	(2060) TRAFFIC ENGINEERING	100 NAVION ROADWAY LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$103,208.00	(75199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008664-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE 0245960022 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370			
001	COOPER LTG GROUP	50.00	991.43000	49571.50
	NVN-SA4C-740-U-T3-AP-20K	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0472 .OPERSUPPLS. .			49571.50
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
002	COOPER LTG GROUP	50.00	1072.73000	53636.50
	NVN-SA4C-740-8-T3-AP-20K	EACH		
	Vendor Item			
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00008664-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	C0472 .OPERSUPPLS. .			53636.50

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 103208.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0472 .OPERSUPPLS. .	103208.00	77945.62

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	103208.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/06/24	JENNIFER WHITE	
Approved	05/06/24	BRENDA RHODES	

Bill To	Requisition 00008664-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/03/24	075199				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	05/06/24	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	05/06/24	RELYA MALLORY		Auto approved by: 910511034	
	Queued	05/06/24	DONALD ROSE		ON AGENDA	
	Queued	05/06/24	SANDRA LEWIS		ON AGENDA	
	Queued	05/06/24	STEVEN KRONINGER		ON AGENDA	
	Queued	05/06/24	SAMANTHA COOLEY		ON AGENDA	
	Queued	05/06/24	JOHN PAINE		ON AGENDA	
	Queued	05/06/24	MICHAEL SPAFFORD		ON AGENDA	

Authorized By: _____ Date: _____
Signature

GraybaR works to your advantage

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

Graybar | OMNIA

Serving State & Local Government, Education, Special Districts, and Non-Profits

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
  City of Kansas City, MO | EV2370

VIEW CONTRACT DOCUMENTATION | CONTACT US

Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO
Contract Number: EV2370

February 1, 2018 to January 31, 2023
Option to renew for three (3) additional two-year periods through January 31, 2029
RENEWED THROUGH January 31, 2025

Executive Summary

- Executive Summary
- Uniform Guidance
- AZ Compliance Questionnaire

Master Agreement Documents

- EV2370 Master Agreement Graybar
- New Jersey Disclosure
- Contract Amendment
- Notice of Intent to Renew

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

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Turck & Equipment Co Inc for 3 trash shuttle trucks for Trash and Garbage .
Motor Pool capital

Amount of Contract:

$342,114.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240515 Gulf Agenda Package POs	Cover Memo	5/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
7624	2024	(F7000) MOTOR POOL	3 TRASH SHUTTLE TRUCKS FOR TRASH AND GARBAGE (SEALED BID 5877)	$342,114.00	(77800) GULF COAST TRUCK & EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007624-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	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
04/09/24	077800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER SHUTTLE TRUCK AS FOLLOWS: CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE. VENDOR TO PROVIDE 2025 MACK MD7 WITH CUMMINS ISB 6.7 ENGINE AND TRUCK EQUIPMENT SALES WET SLINE AND TRAILER PACKAGES. AS PER MY BID #5877 AND YOUR QUOTE Additional Description Notes --- THREE (3) 2024 OR NEWER FREIGHTLINER SHUTTLE TRUCK CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE. REQUESTED BY 2090- TRASH AND GARBAGE	3.00 EACH	114038.00000	342114.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .			342114.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00007624-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	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
04/09/24	077800				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			342114.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	342114.00	883273.72

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		
	342114.00	11959492.31

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/09/24	CHARLES SUMRALL	
Approved	04/12/24	SHONNDA SMITH	Auto approved by: 910518787
Approved	04/12/24	CHERI BOUCHER	Approved
Unknown	05/15/24	JOHN PAINE	
Approved	05/15/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/15/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/15/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/15/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/15/24	JOHN PAINE	
Approved	05/15/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5877
CAB & CHASSIS WITH WET LINE KIT AND TRAILER PACKAGE

WARD INT'L	GULF COAST TRUCK	WARD INT'L	SANSOM EQUIPMENT	EMPIRE TRUCK SALES
INTERNATIONAL MV607	MACK MD7	INTERNATIONAL MV607	MACK MD7	FREIGHTLINER M2 PLUS
$111,625.10	$114,038.00	$115,107.00	$119,041.00	$119,722.00

ALT BID
2500 TRIMMER
NOT ACCEPTED

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/15/2024	5877	Motor Pool	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 3, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx 2-10	**CAB AND CHASSIS WITH HYDRAULIC WET LINE KIT AND TRAILER PACKAGE** Current model Cab and Chassis to be provided with Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications. Year _____ Make _____ Model _____ Engine _____ Hydraulic Kit _____ Trailer Package _____ Provide literature and specifications on product bid. Upon award, the City will purchase a minimum of two (2) Cab and Chassis with Hydraulic Wet Line Kits and Trailer Towing Packages. Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile. City of Mobile Business License will be required. Pricing to be firm for a three (3) month period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for two (2) additional three (3) month periods. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or 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.

2024 or Newer Shuttle Truck with the following MINIMUM specifications:

	Yes	No
GENERAL		
1. AXLE CONFIGURATION 4X2	____	____
2. GVWR Rating 33,000	____	____
3. DIMENSIONS: Wheelbase=152" CA=84" AF=60"	____	____
4. CHASSIS SPECIFICATIONS- Submit complete chassis specifications Sheet.	____	____
FRAME		
1. TOW HOOKS, FRONT (2) Frame Mounted	____	____
2. FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10. 125" x 3.580"X 0.312", Minimum RBM 1,700,000. Frame assembly huck bolts only. No threaded bolts. No tapered rails.	____	____
3. BUMPER, FRONT Contoured, Steel, Powder Coated	____	____
FRONT AXLE AND SUSPENSION		
1. AXLE, FRONT NON-DRIVING 12,000-lb Capacity Minimum. Meritor MFS-12-122A or equal.	____	____
2. SUSPESION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity Minimum, with Shock Absorbers.	____	____
BRAKES		
1. BRAKE SYSTEM AIR Dual System for Straight Truck Applications	____	____
2. AIR BRAKE ABS (Bendix Antilock Brake System or equal) Full Vehicle Wheel Control System (4-Channel)	____	____

3. TRAILER CONNECTIONS Four-wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck ____ ____
4. AIR DRYER Bendix AD-IP with Heater ____ ____
5. AUTOMATIC SLACK ADJUSTERS Font and Rear ____ ____
6. NON-ASBESTOS BRAKE LININGS Front and Rear ____ ____
7. BRAKES, FRONT, AIR CAM S-Cam; 15.0'' x 4.0''; 20 Sq. In. Long Stroke Brake Chambers ____ ____
8. BRAKES, REAR, AIR CAM S-Cam; 16.5'' x 7.0'', 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake ____ ____
9. AIR COMPRESSOR 18.7 CFM ____ ____
10. AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel ____ ____
11. AIR TANK LOCATION (2) Mounted Under Battery Box, Outside left Rail, Under Cab (1) Mounted Parallel Under Left Frame Rail ____ ____

STEERING

1. STEERING COLUMN Tilting ____ ____
2. STEERING WHEEL 4-Spoke; 18'' Dia., Black ____ ____
3. STEERING GEAR Power (Sheppard M100 or equal) ____ ____

DRIVELINE

1. DRIVELINE SYSTEM Dana Spicer 1710 or equal, for 4x2 Axle Configuration ____ ____

EXHAUST SYSTEM

1. EXHAUST SYSTEM Single, Horizontal After treatment Device, Frame Mounted Under Right Rail Forward Location, Includes Single Short Horizontal Tail Pipe ____ ____

ELECTRICAL SYSTEMS

1. ELECTRICAL SYSTEM 12-Volt, Standard equipment to include: Data Link Connector for vehicle programming and diagnostics, Integral headlight Dimmer Switch with Turn Lever, Integral Parking Light with Front Turn Signal and Rear Tail Light, Electric Key Operated Starter Switch, Dual Combination Stop, Turn Tail and Back Up Lights with Reflector, Self-Cancelling Turn Signal Switch with Lane Change Feature, Flush Mounted Front Turn Signals including Reflectors and Auxiliary Side Turn Signals, Solid State Flashers. All lighting can be LED ____ ____
2. ALTERNATOR Brush Type; 12 volt Minimum 160 Amp. Capacity, Pad Mount, with Remote Voltage Sensor ____ ____
3. BATTERY BOX Steel, with Plastic Cover, 2-3 Battery Capacity, Mounted Left Side Under Cab ____ ____
4. BATTERY SYSTEM Maintain-Free, (2) 12-Volt 1320CCA Total Minimum, Top Threaded Stud ____ ____
5. BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket ____ ____
6. CIRCUIT BREAKERS Manuel- Rest (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses ____ ____
7. RADIO AM/FM/WB/Clock/ 3.5MM Auxiliary Input ____ ____
8. Speakers (2) 6.5'' Dual Cone Mounted in Doors ____ ____
9. HORN, ELECTRIC Disc Style ____ ____
10. HORN, AIR Black, Single, Trumpet, With Lanyard Pull Cord ____ ____
11. HEADLIGHTS LED, Composite Aero Design ____ ____
12. STARTING MOTOR 12-Voly, with Soft-Start ____ ____

FRONT END

1. GRILLE Stationary Chrome _____ _____

2. FRONT END Tilting, Fiberglass, with Three Piece Construction _____ _____

PAINT & KEYS

1. PAINT SCHEMATIC, Single Color, White _____ _____

2. PAINT TYPE: Base Coat/Clear Coat, To protect paint from fading and minor Scratches _____ _____

3. KEYS-Door and Ignition keys should be the same. Provide 4 fully functional keys per truck. _____ _____

ENGINE

1. ENGINE, DIESEL, **(6.7 Cummins Only)** In-Six Cylinder Only, Minimum260HP @2400 RPM,
   Minimum 660 lb.-ft Torque @1600 _____ _____

2. RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sq. In Louvered, with 313 Sq. In Charge Air Cooler with In-Tank Transmission Cooler _____ _____

3. FAN DRIVE Viscous Type, Screw On _____ _____

4. AIR CLEANER with Service Protection Element _____ _____

5. ANTI-FREEZE Red, Extended Lift Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection _____ _____

6. FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2020 _____ _____

7. THROTTLE, HAND CONTROL Engine Speed Control for PTO: Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel _____ _____

8. ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control ____ ____

TRANSMISSION

1. TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5TH Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway ____ ____

2. TRANIMISSION SHIFT CONTROL: Column Mounted Stalk Shifter or equal ____ ____

3. TRANSMISSION OIL Synthetic ____ ____

4. ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction ____ ____

5. SHIFT CONTROL PARAMETERS Allison 3000 Series Transmissions, 5th Generation Controls, Performance Programming ____ ____

6. NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at stop; Remains in Neutral Until Service Brake is Released ____ ____

7. PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission ____ ____

REAR AXLE AND SUSPENSION

1. AXLE, REAR, SINGLE (Dana Spicer S140 or equal) Single Reduction, 21,000-lb Capacity 190 Wheel Ends. Gear Ration TBD. ____ ____

2. SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs ____ ____

FUEL SYSTEM & TANKS

1. FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16'' Tank Depth, 50 US Gallon Capacity, Mounted Right Side, Under Cab ____ ____

2. DEF TANK 7 US Gallon Capacity, Frame Mounted Outside Left Rail, Under Cab ____ ____

3. 3. FUEL /WATER SEPERATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor. Engine mount preferred. ____ ____

CAB

1. CAB Conventional, Day Cab. Galvanized steel construction. ____ ____

2. AIR CONDITIONER with Integral Heater & Defroster. ____ ____

3. GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, For Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display ____ ____

4. INSTRUMENT PANEL CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster ____ ____

5. SEAT, DRIVER, (National 2000 or equal) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust ____ ____

6. SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment ____ ____

7. SEAT BELTS, High Visibility Orange ____ ____

8. MIRRORS (2) C-Loop, Power Adjustable, Heated, Back Black Heads, Brackets and Arms, 7.5" x 14." Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width ____ ____

9. MIRRORS, CONVEX HOOD MOUNTED (2) Right and Left Sides, Black 7.5" Sq. ____ ____

10. CAB INTERIOR TRIM Classic, for Day Cab ____ ____

11. CAR REAR SUSPENSION Rubber Suspension, for Low Cab Height ____ ____

12. WINDOW, POWER (2) and Power Door Locks, Left and Right Doors. Includes express down feature. ____ ____

13. ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door _____ _____

WHEELS & TIRES

1. WHEELS, FRONT DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2- Hand Hole, 10- Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, With Steel Hubs _____ _____

2. TIRE, FRONT 11R22.5 Load Range G< 75 MPH, Continental ECO Plus HS3 or equal _____ _____

3. Front Wheel Bearings Oil Lubricated ILO Standard. Stemco Voyager or Equal _____ _____

4. WHEELS, REAR DUAL DISC; 22.5X8.25 Rims, Painted Steel with White Powder Coat Paint, 2-Hand Hole, 10-Stud, 285.75mm BC, Hud-Piloted, Flanged Nut, with Steel Hubs _____ _____

5. TIRE, REAR 11R22.5 Load Range G, 75 MPH, Continental HDR2 or equal. For On-Off Road service _____ _____

TOW PACKAGE TO CONFIGURED AS

1. WETLINE KIT to include transmission mount PTO, hydraulic pump, hydraulic oil tank, Hydraulic Return filter on lines from the trailer and another filter between the tank and t the pump inlet, hydraulic relief valves, operator controls, headache rack, concrete weight Box, electrical junction box, trailer connections, safety chain two (2) D-Rings, diamond tread Fabricated rear axle wheel panel covers and mud flaps. All painted surfaces black. Horizontal red and white reflective tape on the rear wheel mud flap holders _____ _____

   Hydraulic oil tank shall be no smaller than 20 inches wide x 20 inches tall x 15 inches deep. Tank shall have quarter turn cut off valves at the outlet and inlet to the tank. These valves shall be plumbed into the tank. The valves shall be accessible from side of truck via rods with "D" Handles. _____ _____

2. PTO on/off switch must be assessable from standing outside of truck _____ _____

3. PINTLE HITCH to be SAF-Holland model/part # PH-210RD11
   NO SUBSTITUTE Hitch shall be mounted such that the center point of the hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds. _____ _____

   Vendor to supply pictures of proposed wet line kit if requested _____ _____

   CONCRETE WEIGHT BOX shall be provided empty but secured to the chassis. Box size shall be no less than 16" tall, 48" long and 23" wide. Vendor shall provide a formed lid that will fit over the concrete weight box. Lid not to be attached. City will fill the box and attach the lid Weight box shall be mounted over the center of the rear axle _ _____ _____

   TRAILER CONNECTIONS there shall be connections for air brakes and hydraulic connections for dumping trailer and operating the landing gear _____ _____

   Tow package Must be approved before manufactured and installed _____ _____

WARRANTY- Include in Bid Price- Provided documentation of coverage included with bid submittal.

1. WARRANTY Standard for Engine, Cab and Chassis _____ _____

OWNERS MANUAL – Printed and Electronic copy. _____ _____

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:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one Elgin Broom Bear and one Elgin Pelican street sweeper for Public Services Maintenance.
Capital equipment Public Services Stormwater Fee

Amount of Contract:

$665,156.00

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20240516 Sansom Agenda Package POs	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
8968, 8970	2024	(F7000) MOTOR POOL	ONE ELGIN BROOM BEAR AND ONE ELGIN PELICAN STREET SWEEPER FOR PUBLIC SERVICES MAINTENANCE (SOURCEWELL COOPERATIVE PRUCHASING AGREEMENT, NOT ON STATE CONTRACT)	$665,156.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008968-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ELGINE BROOM BEAR SWEEPER AS FOLLOWS: Additional Description Notes --- BROOM BEAR SWEEPER AS FOLLOWS: NEW ELGIN BROOM BEAR SINGLE ENGINE MECHANICAL STREET SWEEPER WITH 4.5 CUBIC YARD HIGH DUMP DEBRIS HOPPER, CHEVRON CLEATED RUBBER CONVEYOR BELT AND DUAL SIDE BROOMS. AS PER SOURCEWELL CONTRACT 093021-ELG AND YOUR QUOTE 6116 DATED 2-9-2024	1.00 EACH	372808.00000	372808.00
1	4050.70.00.0000.0000.0000.0000.0000.47010. E E0156 .CAPEQUIPMT. .			372808.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 372808.00

***** Project Ledger Summary Section *****

Bill To	Requisition 00008968-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E E0156 .CAPEQUIPMT. .		372808.00	134433.54

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.47010.	372808.00	11948837.92

STORM WATER EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/15/24	KINA ANDREWS	
Approved	05/15/24	MARC VASSALLO	Auto approved by: 910515803
Approved	05/15/24	BRENDA RHODES	
Approved	05/15/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/15/24	RELYA MALLORY	Auto approved by: 910511034
Approved	05/16/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/16/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/16/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/16/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/16/24	JOHN PAINE	
Approved	05/16/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00008970-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ELGIN PELICAN STREET SWEEPER AS FOLLOWS: PELICAN STREET SWEEPER AS FOLLOWS: NEW ELGIN PELICAN NO MECHANICAL STREET SWEEPER WITH DUAL SIDE BROOMS, RUBBER CONVEYOR BELT, 3.5 CUBIC YARD FRONT DUMP HOPPER AND 74HP JOHN DEERE DIESEL ENGINE. AS PER SOURCEWELL CONTRACT 093021-ELG AND YOUR QUOTE SECQ7283.	1.00 EACH	292348.00000	292348.00

Additional Description Notes

PELICAN STREET SWEEPER AS FOLLOWS:
NEW ELGIN PELICAN NO MECHANICAL STREET SWEEPER WITH DUAL SIDE BROOMS, RUBBER CONVEYOR BELT, 3.5 CUBIC YARD FRONT DUMP HOPPER AND 74HP JOHN DEERE DIESEL ENGINE.

AS REQUESTED BY 2086-PSM

1 4050.70.00.0000.0000.0000.0000.0000.47010.
E E0156 .CAPEQUIPMT. . 292348.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To

Bill To	Requisition 00008970-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 292348.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0156	.CAPEQUIPMT.	.	292348.00	134433.54

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.47010.	292348.00	11948837.92
STORM WATER EXP	EQUIPMENT (GREATER $5000)	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/15/24	KINA ANDREWS	
Approved	05/15/24	MARC VASSALLO	Auto approved by: 910515803
Approved	05/15/24	BRENDA RHODES	
Approved	05/15/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/15/24	RELYA MALLORY	Auto approved by: 910511034
Queued	05/15/24	DONALD ROSE	Auto approved by: 910511034
Queued	05/15/24	SANDRA LEWIS	Auto approved by: 910511034
Queued	05/15/24	STEVEN KRONINGER	Auto approved by: 910511034
Queued	05/15/24	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	05/15/24	JOHN PAINE	Auto approved by: 910511034
Queued	05/15/24	MICHAEL SPAFFORD	Auto approved by: 910511034

Bill To	Requisition 00008970-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	AGEET@CITYOFMOBILE.ORG
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/10/24	190715				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Elgin Sweeper

Street sweepers

#093021-ELG

Maturity Date: 11/16/2025

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 093021-ELG gives access to the following types of goods and services:

- Air sweepers
- Mechanical sweepers
- Specialty street sweepers
- Waterless dust control street sweepers
- Alternate fuel street sweepers
- Industrial application sweepers

Locate your local dealer or representative (nongovernment site)

Buy Sourcewell

Login to unlock more contract features.

Username

Username

Password

Password

Log In

Forgot username or password?

Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

© 2023 Sourcewell. All rights reserved.

ELGIN

HOME | PRODUCTS | APPLICATIONS | ENVIRONMENT | SERVICE/PARTS | CONTACT | ES LANG.

For USA Dealers Only:

*For Non-USA Dealers, See Map Below

SHOW ALL STATES

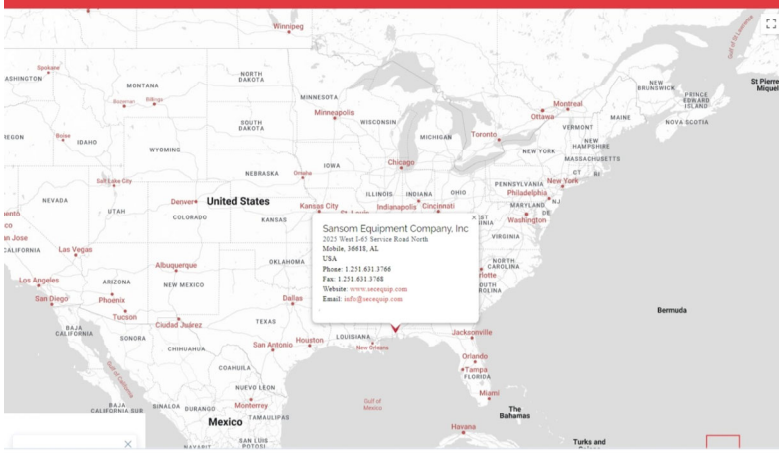
State: Alabama

County: Entire State, AL (Mobile, AL Location)

Sansom Equipment Company, Inc

Gives service to the following counties:

Entire State, AL (Mobile, AL Location)



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.

REQUEST A DEMO | REQUEST INFO | ABOUT US

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

Additional partners of Federal Signal Environmental Solutions Group

Solutions | GUZZLER | Jetstream | Joe Johnson Equipment | 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
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 | About the Elgin Sweeper Company | Service Parts

Copyright 2024 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

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 20 pair leather fire boots and 30 fire helmets for MFRD.
General fund.

Amount of Contract:

$23,010.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240516 sunbelt Agenda Package POs	Cover Memo	5/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
8351	2024	(1510) FIRE ADMINISTRATION	20 PAIR LEATHER FIRE BOOTS, 30 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$23,010.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008351-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE Q-22703 AND HGAC CONTRACT EE08-19			
001	BOOTS FIRE, LEATHER, PULL ON, BLACK.	20.00 EACH	585.00000	11700.00
	Additional Description Notes			
	GL1201420			
	Leather 14" Pull On Boot			
	PER QUOTE Q-22703			
	Vendor Item			
	Inventory Item/Loc 13931			
1	1000.30.15.1510.1522.1510.0000.0000.42150.			11700.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To	Requisition 00008351-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	FIRE HELMET: MSAC-TRD71C2A122100 Stock 1044, Black, Defender, Blk Nomex Earlaps, Carved Brass Eagle PER QUOTE Q-22703 Vendor Item	30.00 EACH	377.00000	11310.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			11310.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 23010.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.	23010.00	3125912.00
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS		

***** Approval/Conversion Info *****

Bill To	Requisition 00008351-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	198904				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	05/15/24	DONALD ROSE	Auto approved by: 910520704		
	Approved	05/15/24	SANDRA LEWIS	Auto approved by: 910520704		
	Approved	05/15/24	STEVEN KRONINGER	Auto approved by: 910520704		
	Approved	05/15/24	SAMANTHA COOLEY			
	Approved	05/15/24	JOHN PAINE	Auto approved by: 910520704		
	Approved	05/15/24	MICHAEL SPAFFORD	Auto approved by: 910520704		

Authorized By: _____ Date: _____
Signature

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE08-19	Date Prepared:	5/10/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile	**Contractor:**	**Sunbelt Fire, Inc.**
Contact Person:	Samantha Cooley	**Prepared By:**	**Dalton Combs**
Phone:	251-208-7477	**Phone:**	**251-928-9917 x114**
Fax:	251-208-7430	**Fax:**	**251-929-9574**
Email:	samantha.cooley@cityofmobile.org	**Email:**	dcombs@sunbeltfire.com

Catalog / Price Sheet Name:	2023 GLOBE BOOT PRICE SHEET / CAIRNS TRADITIONAL HELMET ATO SHEET
General Description of Product/ Product Code	**GLOBE BOOTS / MSA CAIRNS HELMETS**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
20	GLOBE SUPREME 1201420 BOOTS	832	16640.00
30	MSA CAIRNS 1044 C-TRD-71C2A122100	576	17280.00
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	33920.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

HGAC Discount	-6752.00
ADDITIONAL DEALER DISCOUNT	-4158.00
Subtotal C:	-10910

Delivery Date:	**5/15/2024**	**D. Total Purchase Price (A+B+C):**	23010.00

Product Information

Product Description
Globe GX-7 2023

Manufacturer
Globe

Product Code
EE19LFH

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
25

Price Unit
EA

Keyword(s)
Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

Air One Equipment, Inc.
Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 570.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

Witmer Public Safety Group
Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Product Information

Product Description
MSA 2024 US Suggested List Price Book (Effective January 1, 2024)

Manufacturer
MSA Safety Sales LLC

Product Code
EE19ACA

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
15

Price Unit
EA

Keyword(s)
Self-Contained Breathing Apparatus, SCBA's

View Catalog

Vendors Offering This Product

Air Care Inc.
Christopher Thomas
cthomas@aircareinc.biz
Phone: 804-642-9044
Fax: 804-642-6426

Air One Equipment, Inc.
Martin Svitra
msvitra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 870.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

Bauer Compressors, Inc.
Keith Hodak
keith.hodak@bauersf.com
Phone: 925-449-7210
Fax: 925-449-7201

Bauer Compressors, Inc.
Dan Kroetch
dan.kroetch@bauercomp.com
Phone: 925-449-7210
Fax: 925-449-7201

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Conrad Fire Equipment Inc.
Karl Schultz
kschultz@conradfire.com
Phone: 913-645-8513
Fax:

Conrad Fire Equipment Inc.
Karl Schultz
kschultz@conradfire.com
Phone: 913-780-5521
Fax: 913-780-5251

Fire & Safety Equipment Co., Inc.
Rodney Lawson
rlawson@fireandsafety.net
Phone: 434-993-2425
Fax: 434-993-2679

Fire Protection Equipment Company, Inc.
Matt Costello
mcostello@fireprotection-va.com
Phone: 804-262-1594
Fax: 804-262-1023

FireLine, Inc.
Billy McDonel
wmcdonel@firelineinc.com
Phone: 770-868-4448
Fax: 770-868-4455

FireLine, Inc.
Ryan McDonel
ryanmcdonel@firelineinc.com
Phone: 770.601.3389
Fax: 770.868.4455

L. N. Curtis & Sons
Nick Lloyd
NLloyd@LNCurtis.com
Phone: 877-453-3911
Fax: 602-453-3910

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

MSA Safety Sales LLC
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

MSA Safety Sales LLC
John Ricciardi
john.ricciardi@MSAsafety.com
Phone: 630-251-2990
Fax: 800-967-0398

Newton's Fire & Safety Equipment, Inc.
Seth Newton
seth@newtonsfire.com
Phone: 800-672-5918
Fax: 336-578-1982

Northeast Emergency Apparatus, LLC
Susan Lake
susan@northeastemergencyapparatus.com
Phone: 207-753-0080
Fax: 207-753-0090

ROI Fire & Ballistics Equipment, Inc.
Jim Geer
jim@roigear.com
Phone: 720-328-8592
Fax: 303-648-5192

SeaWestern, Inc.
Susan Doyle
info@seawestern.com
Phone: 425-821-5858
Fax: 425-823-0636

SeaWestern, Inc.
Steve Morris
info@seawestern.com
Phone: 425-821-5858
Fax:

SeaWestern, Inc.
Steve Morris
steve@seawestern.com
Phone: 425-821-5858
Fax:

Sentinel Emergency Solutions, LLC
Brian Franz
brianfranz@sentinelES.com
Phone: 800-851-1928/ 314-939-1999
Fax: 314-200-9499

Sentinel Emergency Solutions, LLC
Chris Hurst
ChrisHurst@SentinelES.com
Phone: 636-464-5580
Fax: 636-464-5720

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Sure-Flo Inc.
Rodney Roberts
rodney@surefio.net
Phone: 276-233-3131
Fax: 276-236-8090

Ten-8 Fire & Safety, LLC
Blake Ebben
bebben@ten8fire.com
Phone: 800-228-8368
Fax: 941-756-2598

Ten-8 Fire & Safety, LLC
Cindy Morgan
cmorgan@ten8fire.com
Phone: 321-438-9185
Fax: 941-756-2598

Vogelpohl Fire Equipment
Kevin Kleman
kevinK@vogelpohlfire.com
Phone: 859-282-1000
Fax: 859-282-1550

Weidner & Associates, Inc.
Jordan Hicks
jordan@weidnerfire.com
Phone: 801-565-9595
Fax: 801-565-9598

Witmer Public Safety Group
Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
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. 2023-135, 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, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing 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.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, 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.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Truck Equipment Sales, Inc for four Ford F250 extended-cab trucks with utility bodies for Facilities Maintenance.
Motor Pool capital

Amount of Contract:

$238,080.00

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20240515 Truck Agenda Package POs	Cover Memo	5/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/16/2024 - 12:04 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
7103	2024	(F7000) MOTOR POOL	4 FORD F250 EXTENDED-CAB TRUCKS WITH UTILITY BODIES FOR FACILITIES MAINTENANCE (SEALED BID 5876)	$238,080.0	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007103-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MUNICIPAL GARAGE
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2024 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. VENDOR TO PROVIDE FORD F259 WITH KNAPHIEDE 696 BODY AS PER CITY OF MOBIBILE BID # 5876 AND YOUR QUOTE	4.00 EACH	59520.00000	238080.00

Additional Description Notes

3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2024 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. REQUESTED BY FACILITIES MAINT.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP03035 .VEHICLEEXP. . 238080.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 238080.00

Bill To	Requisition 00007103-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	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
03/28/24	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	238080.00	35443.70

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	238080.00	11959492.31

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/04/24	CHARLES SUMRALL	
Approved	04/05/24	SHONNDA SMITH	
Approved	04/05/24	CHERI BOUCHER	Auto approved by: 910518244
Unknown	05/15/24	JOHN PAINE	
Approved	05/15/24	DONALD ROSE	Auto approved by: 9105paij
Approved	05/15/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/15/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/15/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/15/24	JOHN PAINE	
Approved	05/15/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5876
3/4 TON CAB & CHASSIS WITH UTILITY BODY

TRUCK EQUIPMENT SALES	LONG LEWIS	LONG LEWIS	FREELAND AUTOMOTIVE	DOHONOO CHEVROLET	DALE EARNHART	LEGACY BROTHERS	SOUTHERN BELLE SUPPLY
$59,250.00	$61,747.00	$61,799.50	$64,875.00	$68,499.50	$70,952.95 → $71,943.45	$71,230.10	$78,888.00
F250 KNAPHEIDE 696	F250 KNAPHEIDE 696J	F250 KNAPHEIDE	SILVERADO 2500 READING OR WARNER OR ROYAL BODIES	SILVERADO 2500 READING SL98	SIERRA 2500 READING SL CLASSIC II	F250 KNAPHEIDGE 81 BODY	FORD F350 READING U98

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/15/2024	5876	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, May 3, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 2-8	**¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY** Vendor to provide NEW 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. 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.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. **IF** a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

TO BE AWARDED 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:5/21/2024

Submitted by:
Nick Amberger, P.E., Engineering Department

Sponsored by:
Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:
Approve contract with John G. Walton Construction Company, Inc. for street resurfacing.

Amount of Contract:
$1,569,107.77

Funding Source

Project # C0914 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4957

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	5/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	5/14/2024 - 12:44 PM
Capital	Rhodes, Brenda	Approved	5/14/2024 - 3:16 PM
Legal	Kern, Chris	Approved	5/16/2024 - 3:05 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 3:10 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Western Bayfront Resurfacing COM Project: 2024-3005-04

PROJECT #: C0914 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: $1,569,107.77

VENDOR NAME: John G. Walton Construction Company, Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_X__N___; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 5/14/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmember William Carroll

WHEREAS, bids for street resurfacing for district 2 were received and opened on April 24, 2024.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of $1,569,107.77.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: John G. Walton Construction Company, Inc.

Project Name: Western Bayfront Resurfacing (D2)

Project Number: 2024-3005-04

Amount: $1,569,107.77

Adopted:

_____

City Clerk

MOBILE
ALABAMA

WESTERN BAYFRONT RESURFACING

PROJECT NO. 2024-3005-04

BID DATE – APRIL 24, 2024

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, APRIL 24, 2024, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-04
Project:	Western Bayfront Resurfacing
Project Description:	Street Resurfacing

Plans and contract documents may be inspected and obtained in the office of ***Kimley-Horn and Associates, 11 N. Water Street, Suite 9290, Mobile, AL 36602*** upon payment of Eighty-Five dollars ($85.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Friday, April 19, 2024.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, April 17, 2024, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the 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 **WESTERN BAYFRONT RESURFACING**, City of Mobile Project No. **2024-3005-04**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE MARCH 27, 2024, APRIL 3, 2024, & APRIL 10, 2024.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside "Bid for completion of **WESTERN BAYFRONT RESURFACING**, City of Mobile Project No. **2024-3005-04**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/24/2024

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises.

Project No: 2024-3005-04
Project Name: WESTERN BAYFRONT RESURFACING
Project Description: Street Resurfacing
Major work items include: Pavement Planing, Bituminous Concrete, & Pipe Cleaning

The Bidder further agrees to construct the improvements in **120 working days.**

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Friday, April 19, 2024. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

* Macros must be enabled

DATE

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-A1	1	LS	CLEARING AND GRUBBING	Fourteen Thousand Two Hundred Seventy Four Dollars and Sixty Three Cents	$14,274.63	$14,274.63
201-A2	1	LS	CLEARING AND GRUBBING (YEEND ST ONLY)	Six Thousand Seven Hundred Ninety Six Dollars and Seventy Four Cents	$6,796.74	$6,796.74
206-C1	3280	SY	REMOVAL OF ASPHALT PAVEMENT (INCL. SAWCUTTING ALL DEPTHS)	Seven Dollars and Seventy Seven Cents	$7.77	$25,485.60
206-C2	1450	SY	REMOVAL OF CONCRETE ROAD PANELS (INCL. SAWCUTTING ALL DEPTHS)	Eleven Dollars and Fifty Seven Cents	$11.57	$16,776.50
206-D	575	LF	REMOVAL OF CONCRETE CURB AND GUTTER (INC. SAWCUTTING ALL DEPTHS)	Eleven Dollars and Sixty Three Cents	$11.63	$6,687.25
210-A	2000	CY	UNCLASSIFIED EXCAVATION (LOOSE TRUCK BED MEASUREMENT)	Twenty Six Dollars and Fifty Cents	$26.50	$53,000.00
210-D	1600	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Twenty Three Dollars and Twenty Cents	$23.20	$37,120.00
214-B	100	CY	FOUNDATION BACKFILL COMMERCIAL	One Hundred Ten Dollars and Ninety Four Cents	$110.94	$11,094.00
260-A	10	CY	FLOWABLE FILL	Four Hundred Thirty Two Dollars and No Cents	$432.00	$4,320.00
301-A	3500	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Thirty Two Dollars and Seventy Nine Cents	$32.79	$114,765.00
305-B	50	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	One Hundred One Dollars and Thirteen Cents	$101.13	$5,056.50
408-A1	10840	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Five Dollars and Sixty Seven Cents	$5.67	$61,462.80
408-A2	3620	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 2.10" THRU 3.5" THICK)	Five Dollars and Four Cents	$5.04	$18,244.80

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
429-A	5350	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY) (INCL TACK COAT & CLEANING GUTTERS)	One Hundred Twenty One Dollars and Twenty Four Cents	$121.24	$648,634.00
429-B1	450	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LB/SY) (INCL TACK COAT)	One Hundred Thirty Eight Dollars and Eighty One Cents	$138.81	$62,464.50
429-B2	250	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LB/SY) (INCL TACK COAT)	One Hundred Seventy Seven Dollars and Nine Cents	$177.09	$44,272.50
429-B3	310	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, UPPER BINDER, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE C/D (165-220 LB/SY) (INCL TACK COAT)	One Hundred Sixty Six Dollars and Twenty Two Cents	$166.22	$51,528.20
450-A	225	SY	REINFORCED CONRETE PAVEMENT, 6" THICK	Three Hundred Seventy Eight Dollars and No Cents	$378.00	$85,050.00
502-A	2250	LB	STEEL REINFORCEMENTS	Two Dollars and Sixteen Cents	$2.16	$4,860.00
539-A1	1000	LF	PIPELINE CLEANING	Twenty One Dollars and Sixty Cents	$21.60	$21,600.00
539-A2	1000	LF	PIPELINE VIDEOING	Ten Dollars and Eighty Cents	$10.80	$10,800.00
600-A	1	LS	MOBILIZATION/DEMOBILIZATION	Seventy Four Thousand Nine Hundred Dollars and No Cents	$74,900.00	$74,900.00
618-D	1	EA	HANDICAP RAMP, TYPE A (INCL. DOMES)	Two Thousand One Hundred Sixty Dollars and Sixty Cents	$2,160.60	$2,160.60
623-C	575	LF	CONCRETE CURB AND GUTTER (MATCH IN KIND)	Forty Three Dollars and Twenty Cents	$43.20	$24,840.00
641-S	25	EA	VALVE BOX RESET	Eighty Two Dollars and Eleven Cents	$82.11	$2,052.75
645-K	75	EA	MANHOLE FRAME AND COVER RESET	Three Hundred Twenty One Dollars and Thirteen Cents	$321.13	$24,084.75

* Macros must be enabled

DATE

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
650-A	50	CY	TOPSOIL (4" THICK) (TBM)	Seventy Nine Dollars and Forty Eight Cents	$79.48	$3,974.00
652-A	0.5	AC	SEEDING	Two Thousand One Hundred Sixty Dollars and No Cents	$2,160.00	$1,080.00
654-A	100	SY	SODDING (MATCH EXISTING)	Five Dollars and Fifty One Cents	$5.51	$551.00
656-A	0.5	AC	MULCHING	Four Thousand One Hundred Four Dollars and No Cents	$4,104.00	$2,052.00
665-E	50	SY	POLYETHYLENE	Three Dollars and Twenty Four Cents	$3.24	$162.00
665-G	100	EA	SAND BAGS	Ten Dollars and Eighty Cents	$10.80	$1,080.00
665-J	200	LF	SILT FENCE (TYPE A)	Six Dollars and Five Cents	$6.05	$1,210.00
665-Q	100	LF	WATTLES	Ten Dollars and Twenty Six Cents	$10.26	$1,026.00
674-A	300	LF	CONSTRUCTION SAFETY FENCE	Five Dollars and Twenty Eight Cents	$5.28	$1,584.00
690-A	1	EA	PROJECT SIGN (PORTABLE)	One Thousand One Hundred Nineteen Dollars and Eighty Five Cents	$1,119.85	$1,119.85
701-A1	4	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	Five Thousand Nine Hundred Forty Dollars and No Cents	$5,940.00	$23,760.00
701-A2	4	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	Six Thousand Six Hundred Fifteen Dollars and No Cents	$6,615.00	$26,460.00
701-A3	0.25	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	Five Thousand Nine Hundred Forty Dollars and No Cents	$5,940.00	$1,485.00

* Macros must be enabled

DATE

BASE BID SHEET
Project No. 2024-3005-04
WESTERN BAYFRONT RESURFACING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
703-A	1500	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Seven Dollars and Fifty Six Cents	$7.56	$11,340.00
703-B	250	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	Seven Dollars and Fifty Six Cents	$7.56	$1,890.00
705-A1	200	EA	PAVEMENT MARKERS, CLASS A, TYPE 2D (YELLOW)	Six Dollars and Forty Eight Cents	$6.48	$1,296.00
705-A2	25	EA	PAVEMENT MARKERS, CLASS A, TYPE 2 (BLUE)	Twenty One Dollars and Sixty Cents	$21.60	$540.00
705-A3	35	EA	PAVEMENT MARKERS, CLASS A, TYPE 2A (WHITE)	Six Dollars and Forty Eight Cents	$6.48	$226.80
740-A	1	LS	TRAFFIC CONTROL	Five Thousand Nine Hundred Forty Dollars and No Cents	$5,940.00	$5,940.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Fifty Thousand Dollars and Zero Cents per LUMP SUM	$50,000.00	$50,000.00
			TOTAL BASE BID			**$1,569,107.77**

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY John G. Walton Construction Co., Inc.

SIGNATURE John D Walton

DATE 4/24/2024

ADDENDUM NO. 2
CITY OF MOBILE WESTERN BAYFRONT RESURFACING
April 23, 2024

TO: Prospective Bidders

FROM: City of Mobile
Mobile, AL

Engineer of Record:
Kimley-Horn and Associates, Inc.
11 North Water Street, RSA Battle House Tower, Suite 9290
Mobile, Alabama 36602
Phone: (251) 680-0548

SUBJECT: City of Mobile Western Bayfront Resurfacing Project
Project No. 2024-3005-04

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 2024, as noted below. Acknowledge receipt of this Addendum by including this Addendum #1 with your proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages.

CHANGES TO SPECIFICATIONS

1.01 ITEM III PROPOSAL

1. Bid Form
   a. Item No. 201-A Clearing and Grubbing, replace with the following: Item 201-A1, Clearing and Grubbing.
   b. Add Item No. 201-A2 Clearing and Grubbing (Yeend St Only).
   c. Item No. 206-C2, Removal of Concrete Road Panels (Incl. Saw Cutting all Depths), increase quantity to 1,450 SY.
   d. Item No. 538-A Drainage Pipe Rehabilitation, remove this item in its entirety.
   e. Item No. 538-B Pipe Joint Repair, remove this item in its entirety.

1.02 ITEM VIII SPECIAL PROVISIONS

1. Replace Special Provision No. 4 with the following:

"The successful bidder shall make every reasonable effort to have at least two (2%) 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."

CHANGES TO THE DRAWINGS

1.03 Drawings attached, dated 04/22/2024, shall replace all drawings, dated 02/23/2024.

RFI's

Question 1: For valve box and manhole frame & cover reset, are riser rings acceptable?

Response: Yes, riser rings are acceptable.

Question 2: Where is the concrete curb and gutter to be removed & replaced?

Response: We anticipate the concrete curb and gutter to be disturbed and broken along the Canal St. repair sections. Much of this corridor has asphalt overlapping the curb, and some curb already appears to be broken/upheaved.

Question 3: Is there a detail for the reinforced concrete pavement?

Response: Reinforced concrete pavement detail and joint details have been added to the updated drawings. Refer to Sheet C-100. The reinforced concrete pavement bid item is intended for a potential repair location along Short Texas Street. This is not annotated in the plans and will need to be confirmed by the Geotechnical Engineer.

CLARIFICATION:

1. Included with this addendum is an electronic updated copy of the specifications and drawings. Changes to the plans and specifications have already been completed in these updated documents.

++ END OF ADDENDUM ++

Shaun Stapleton

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Tuesday, April 23, 2024 1:45 PM
To: Franklin, Jacob; Black, Brandon; sshugart@mobileasphalt.com; Shaun Stapleton; Drew Windham; Jennings Clayton; Chandler Owens
Cc: Forrester, John
Subject: Western Bayfront Resurfacing - Addendum #1

Hey everyone, we sent out an addendum and plans/spec this morning around 9:45.
Please let me know if you received it.

Also, on the Addendum, in the Clarification section, #2: remove this item, we have decided we WILL HAVE an Asphalt Index.
Sorry for our last minute change!

Thank you,

Jake Clements
Engineer
City of Mobile
Office: (251) 208-1035
Cell: (251) 431-4290
jake.clements@cityofmobile.org

MOBILE ALABAMA

ADDENDUM NO. 1
CITY OF MOBILE WESTERN BAYFRONT RESURFACING
April 22, 2024

TO: Prospective Bidders

FROM: City of Mobile
Mobile, AL

Engineer of Record:
Kimley-Horn and Associates, Inc.
11 North Water Street, RSA Battle House Tower, Suite 9290
Mobile, Alabama 36602
Phone: (251) 680-0548

SUBJECT: City of Mobile Western Bayfront Resurfacing Project
Project No. 2024-3005-04

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated April 2024, as noted below. Acknowledge receipt of this Addendum by including this Addendum #1 with your proposal. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 2 pages.

CHANGES TO SPECIFICATIONS

1.01 ITEM III PROPOSAL

1. Bid Form
   a. Item No. 201-A Clearing and Grubbing, replace with the following: Item 201-A1, Clearing and Grubbing.
   b. Add Item No. 201-A2 Clearing and Grubbing (Yeend St Only).
   c. Item No. 206-C2, Removal of Concrete Road Panels (Incl. Saw Cutting all Depths), increase quantity to 1,450 SY.
   d. Item No. 538-A Drainage Pipe Rehabilitation, remove this item in its entirety.
   e. Item No. 538-B Pipe Joint Repair, remove this item in its entirety.

1.02 ITEM VIII SPECIAL PROVISIONS

1. Replace Special Provision No. 4 with the following:

"The successful bidder shall make every reasonable effort to have at least two (2%) 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."

CHANGES TO THE DRAWINGS

1.03 Drawings attached, dated 04/22/2024, shall replace all drawings, dated 02/23/2024.

RFI's

Question 1: For valve box and manhole frame & cover reset, are riser rings acceptable?

Response: Yes, riser rings are acceptable.

Question 2: Where is the concrete curb and gutter to be removed & replaced?

Response: We anticipate the concrete curb and gutter to be disturbed and broken along the Canal St. repair sections. Much of this corridor has asphalt overlapping the curb, and some curb already appears to be broken/upheaved.

Question 3: Is there a detail for the reinforced concrete pavement?

Response: Reinforced concrete pavement detail and joint details have been added to the updated drawings. Refer to Sheet C-100. The reinforced concrete pavement bid item is intended for a potential repair location along Short Texas Street. This is not annotated in the plans and will need to be confirmed by the Geotechnical Engineer.

CLARIFICATION:

1. Included with this addendum is an electronic updated copy of the specifications and drawings. Changes to the plans and specifications have already been completed in these updated documents.
2. Special Provision No. 44 states: There shall be **NO** adjustment to fuel or asphalt index for this project.

++ END OF ADDENDUM ++

Base Bid

Total (All items listed in Proposal) $1,569,107.77

Written in words one million five hundred sixty-nine thousand one hundred seven dollars & seventy-seven cents

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John G Walton
President
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Blake
Secretary
Blake LaMont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

John G Walton
Treasurer
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Blake
Secretary

20293
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(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 S 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 WESTERN BAY FRONT RESURFACING, City of Mobile Project No. 2024-3005-04.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered — APRIL 24, 2024 (Date)

JOHN G. WALTON CONSTRUCTION COMPANY, INC. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)

COUNTERSIGNED: N/A

Alabama Resident Agent By _____
LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 14th day of September, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of April, 2024.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ITEM V Bond No. 9420782

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland 1299 Zurich Way, Schaumburg, IL 60196 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 Five Hundred Sixty Nine Thousand One Hundred Seven And 77/100 Dollars ($ 1,569,107.77) 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 , 2024 (hereinafter called the Contract) for #2024-3005-04 - Western Bayfront Resurfacing 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 Leslie A. Paulsen, Attorney-In-Fact, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2024.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ITS: President
(Title)

ATTEST:
Shaun Stapleton
(Signature)

Shaun Stapleton (Print)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
(Signature)

Krystle Sharp (Print)

ITS: Bond Acct. Executive

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 14th day of September, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2024 .

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ITEM VI
PERFORMANCE BOND

Bond No. 9420782

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(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 Five Hundred Sixty Nine Thousand One Hundred Seven And 77/100 - - - - - dollars ($ 1,569,107.77), 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 _____, 2024, entered into a Contract with the Owner for #2024-3005-04 - Western Bayfront Resurfacing which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2024.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ATTEST: Shawn Stapleton
(Signature)

Shawn Stapleton (Print)

ITS: President (Title)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

ATTEST:
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

Krystle Sharp (Print)

ITS: Bond Acct. Executive
(Title)

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

INSURANCE SERVICES, INC.
Insurance Brokers & Consultants
3160 Campus Drive ■ Suite 100 ■ Norcross Georgia 30071
(678) 252-1470 Telephone

April 26, 2024

City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

Re: **John G. Walton Construction Company, Inc.**
Bond No. 9420782
#2024-3005-04 – Western Bayfront Resurfacing
Contract Price: $1,569,107.77

To Whom It May Concern:

As a representative of Fidelity and Deposit Company of Maryland regarding the abovementioned performance and payment bonds written on behalf of John G. Walton Construction Company, Inc., I give City of Mobile, Alabama the authority to date the performance and payment bonds, as well as the Power of Attorney(s) for the above referenced project.

We would appreciate you confirming the date with us for our records.

Should you have any questions, please don't hesitate to contact me at (678) 252-1470.

Kindest Regards,

Leslie A. Paulsen
Senior Vice President and Attorney-In-Fact

Cc: John G. Walton Construction Company, Inc.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General —Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least two (2%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety

measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Construction Co., Inc. , party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: WESTERN BAYFRONT RESURFACING
Project No: 2024-3005-04
Project Description: Street Resurfacing
Major work items include: Pavement Planing, Bituminous Concrete, & Pipe Cleaning

City of Mobile Project Number **2024-3005-04** all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 1,569,107.77) 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.

**one million five hundred sixty-nine thousand one hundred seven dollars & seventy-seven cents

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Kimley-Horn and Associates, Inc.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2024 Capital Improvement 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 CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____

_____(Print)

_____(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: **(IF CORPORATION)**

John G. Walton Construction Co., Inc.(Print)

BY: John G Walton

ITS PRESIDENT

John G. Walton (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

Corporate Seal

5/2/2024

DATE

STATE OF ALABAMA
CITY OF MOBILE

I, Debra Balams, a Notary Public in and for said State and County, hereby certify that John G. Walton, whose name as President of John G. Walton Construction Company, 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 2nd day of May, 2024.

NOTARY PUBLIC

My Commission Expires:

ITEM X
SUPPLEMENTAL SPECIFICATIONS

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:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a)*: PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE* SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 246 GABIONS

246.01 DESCRIPTION

The work under this Section shall consist of furnishing assembling, tying and filling with approved stones, open PVC coated welded wire baskets, construction in accordance with these specifications and placed in reasonably close conformity to the lines, grades and dimensions shown on the plans or directed by the Engineer. Other work specified in this section shall include furnishings and placing geotextile fabric between the backfill material and the inner face of the gabions as shown on the plans.

246.02 MATERIAL

(a) Filter Blanket

Filter Blanket shall be a woven material meeting the requirements of Subarticle 814.03 (c).

(b) Stone Fill

Stone used in the gabions shall be sound and durable, from any source approved by the Engineer. No stone shall be less than three inches, minimum dimension, nor

greater than six inches. The stone shall be crushed and shall be reasonably well graded between the limiting sizes.

(c) Gabion Baskets

PVC coated galvanized steel wire gabion basket units shall be of non-raveling construction, fabricated from a welded square wire mesh of hot dipped galvanized steel wired having a minimum diameter of 0.105 inches after galvanization; and additionally, shall be coated with a minimum of 0.020 inches of PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. Mesh openings shall be square in shape and uniform in size, measuring not more than 3 inches by 3 inches. The PVC coated wire of all gabion components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion, and retain these characteristics after a period of not less than 3,000 hours under test in accordance with ASTM Test Designation G-23.

Gabions shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified by the plans. Gabions shall be of single unit construction. The base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

The field connections between adjacent wire baskets shall be made as recommended by the manufacturer and shall develop a connection strong enough that the failure under test shall occur in the mesh rather than in the lacing.

Each shipment of gabions to a job site shall be accompanied by a certification, on company letterhead, and signed by an officer of the company, which states that the material conforms to the requirements of the contract specifications and ASTM designation A974-97 manufacturing requirements.

The Engineer reserves the right to modify any portion in order to enhance the final product.

(d) Grout

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of ¼ inch, and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabions baskets shall not be grouted when the ambient temperature is below 35 degrees F. or above 89 degrees F., unless approved by the

Engineer in writing; nor when the grout, without special preparation, is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets shall be grouted in successive longitudinal strips, approximately ten (10) feet in length, commencing at the furthest in-channel edge and working back towards the top-of-bank. Each batch of grout shall be dumped onto the ungrouted part of the strip and worked in to the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow ion the gabion basket surface a distance in excess of ten (10) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms, and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. After completion of any strip as specified, no workman or any load shall be permitted in the grouted surface for at least twenty for (24) hours.

The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) day; during which time the grouted surface shall also be protected from flowing water and mechanical injury.

246.03 CONSTRUCTION REQUIREMENTS

(a) Excavation & Backfill

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(b) Filter Blanket

Filter Blanket (geotextile) shall be installed in accordance with Section 610.

(c) Gabion Assembly and Installation

Gabion baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed a three foot (3') nominal spacings in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely fastening all diaphragms and edges of the gabion.

Empty gabion baskets shall be installed according to manufacturer's recommendations and to the details shown on the plans. They shall be individually placed on the approved surface to the lines and grades as shown on the drawings or as directed by

the Engineer, with the sides, ends and diaphragms erected in a manner that will insure that correct position of all creases and that the top of all sides are level. All adjoining empty gabion units must be connected by tie wire lacing along the perimeter of their contract surfaces in order to obtain a monolithic structure.

The initial line of basket units shall be placed on the prepared bedding layer surface in a direction parallel to stream flow, unless otherwise shown on the drawings, and shall be partially filled with stones by hand to provide anchorage against deformation and displacement during the remainder of the filling operation. Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage any galvanize or PVC wire coating, to assure a minimum of voids between the stones, and to assure that maintenance of alignment throughout the filling process. Undue bulging of the mesh shall be avoided. Along all exposed faces, the outer layer of stones shall be carefully placed and arranged by hand to insure a neat and compact appearance. Where shown on the drawings or as directed by the Engineer, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face.

(d) Grouted Gabions

Gabions installed as specified herein shall be grouted in areas indicated on the drawings or directed by the Engineer. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified hereinbefore. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units as specified hereinbefore. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of 6 inches prior to grouting.

(e) Stone Filled Voids

Irregular shaped areas in the ditch sides not conforming to an area that will accommodate a gabion basket shall be filled with stones in the manner specified for gabion and grouted. NO DIRECT PAYMENT.

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all cost associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

246.05 BASIS OF PAYMENT

(a) Unit Price Coverage

The quantity of gabions or stone filled voids acceptably placed, measured as noted above, will be paid for at the contract unit price bid, which shall be full compensation for furnishing all materials, including filter fabric, wire mesh and stone, labor, equipment, tools, and incidental necessary to compete this Item of work.

(b) Payment Will be Made Under Item No:

246-A Gabions – per Cubic Yard
246-E Grout for Gabions – per Cubic Yard

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2022 Edition):

429.A277.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 538 *STORM WATER DRAINAGE PIPE REHABILITATION*

538-A.01

Description

This Section shall cover the work of rehabilitating existing Storm Water Pipe using a cured-in-place liner (CIPP), at the locations shown on the plans or directed by the Engineer.

538-A.02

Referenced Documents

American Society for Testing and Materials Documents:

ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),

ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP),

ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe),

ASTM 0790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and

D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

By reference the above listed documents are hereby made a part of this Specification and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

538-A.03

Product and C0ntractor Qualification Requirements

The provided product shall have a 50-year design life. Only proven products with substantial long-term track records will be approved. All Contractors must submit proof that they meet the below product and installer requirements of this section with their bid.

In order for CIPP products and contractors to be deemed Acceptable and Approved for this project they must meet the following criteria:

1. For a Manufacturer's inversion liner product to be considered proven, a minimum of 250,000 linear feet of successful installations in the U.S. must be documented to the satisfaction of the City.
2. The Manufacturer of the inversion liner product must operate under a quality management system that is third party certified to ISO 9001:2000 or other internationally recognized organization standards.
3. Third Party Test Results for the pipe rehabilitation product resin system supporting the long-term performance and structural strength of the product shall be submitted for approval, and such data shall be satisfactory to the City.
4. For a Contractor to be approved by the City, the Contractor must submit with their bid correspondence from the Manufacturer stating that the Contractor is certified to install the Manufacturer's inversion liner Product.
5. The Contractor Superintendent(s) designated for this project must have had at least 5 (five) years of continuous active experience in the installation of CIPP. This shall be documented to the City's satisfaction.

538-A.04

Submittals

The Contractor shall submit to the Engineer documentation which may include shop drawings, ASTM Standards and manufacturer's data for the following items:

1. Lining material to be installed.
2. Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications.
3. Bypass plan layout to be used if needed.
4. Safety plan.
5. Design calculations for CIPP thickness of the liner system.
6. Procedures for preparing CIPP samples and testing of physical properties.
7. Pre-installation Inspection Reports.

The submittal items listed above shall be submitted by Contractor to the Engineer after Notice of Award and prior to beginning the work. All Submittals shall be approved prior to beginning work.

The Contractor shall submit eight copies of the product data and installation procedures of the cured-in-place liner. The submittal of the product data and installation procedures shall be complete to the point that the physical properties of all required materials are identified and all installation procedures are thoroughly described. An incomplete submittal will be returned to the contractor for completion.

538-A.05

Safety

The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces. The Contractor is completely responsible for all safety requirements and shall hold harmless the City and Engineer for any claims, fines, or other penalties filed against this work.

538-A.06

Materials

A. CIPP Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM Fl216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments and stretch to fit irregular pipe sections.
2. the wet-out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.
3. The Tube shall be manufactured to a size that when installed will tightly fir the internal circumference and length of the original pipe. Allowance should be made for

circumferential stretching during installation.

4. The outside layer of the Tube shall be coated with an impermeable flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
5. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
7. Seams in the Tube shall be stronger than the non-seamed felt material.
8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The Tubes must be manufactured in the USA.
9. Resin -The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the Tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813, and ASTM F1743, the physical properties herein, and those which are to be utilized in the submittal and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. Testing Requirements

1. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM Fl216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
2. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
3. CIPP Field Samples - When requested by the City, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Sampled for this project shall be made and tested as described in Section 10.1.

C. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A

percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3. The Enhancement Factor '1<' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.
4. The layers of cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

Minimum CIPP Physical Properties
Cured Polyester Composite

Property	Test Method	min. per ASTM f 1216	Enhanced Resin
Modulus of Elasticity	ASTMD790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5.5, or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix XI. Design Considerations of ASTM F1216, and the following design parameters.

Design Safety Factor (typically used value)	2.0
Retention Factor for Long-Term Flexural Modulus for Design (As determined by long-term tests of section 5.2 and approved by the Owner)	=50% - 75%
Ovality* (calculated from (Xl.1 of ASTM F1216))	=2%
Enhancement Factor, K	=See Section 5.3
Groundwater Depth (above invert of existing pipe) *	= 1/2 Soil Depth MI
Soil Depth (above crown of existing pipe) *	=Field Conditions(ft)
Soil Modulus**	----------
Soil Density**	=120 ocf
Live Load**	=H20 Highway
Design Condition (partially or fully deteriorated) ***	=FD

* Denotes information, which can be provided here or in inspection videotapes or project construction plans. Multiple line segments may require a table of values.

** Denotes information required only for fully deteriorated design conditions.

*** Based on review of video logs, conditions of pipeline can be fully or partially deteriorated. (See ASTM F1216 Appendix) The Owner will be the sole judge as to pipe conditions and parameters utilized in design.

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing

pipe shall not be included in the structural CIPP wall thickness computation.

D. Responsibilities for Incidental Items

If a street must be closed to traffic, the Contractor shall contact the Traffic Engineer to obtain a permit for street closure and institute the actions necessary to provide access for the mutually agreed time period. The Contractor shall also contact the Water and Sewer Agency to obtain access to water hydrants for cleaning, installation and other process related work item requiring water. Costs of water shall be the responsibility of the contractor.

Bypassing Storm Water - The Contractor, when required, shall provide for the flow of storm water around the section or sections of pipe designated for repair. Plugging the line at an existing upstream inlet or manhole and pumping the flow into a downstream inlet or manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the flow. The Engineer may require a detail of the bypass plan to be submitted. The Contractor shall plan his activities such that, during periods of high flow, the system will not be constricted.

Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using closed circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding obstruction, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction.

Such excavation shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a separate pay item.

Public Notification - The Contractor shall implement a public notification program for area residents and businesses informing them of the work to be conducted.

A. Written notice to be delivered to each home or business in the adjacent area the day prior to the beginning of work being conducted on the section, local telephone number of the Contractor they can call to discuss the project or any potential problems.
B. The Contractor shall coordinate activities with residents adjacent to the pipeline prior to entering their yards and obtain permission to do so. In the event the resident refuses permission, the City and Engineer will assist the Contractor in obtaining permission.

538-A.07

Construction Requirements

A. Inspection of Pipe Prior to Rehabilitation

Inspection of the pipeline shall be performed by experienced personnel trained in locating breaks, obstacles, connections, and junctions by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the liner into the pipe. A video tape and suitable log shall be submitted to the Engineer for review prior to the installation of the liner. The installation of the liner shall not begin until the Engineer informs the Contractor that the review of the inspection tape and log has been completed.

B. Cleaning and Repairing Pipe

The Contractor shall clean the pipeline of all obstructions that will prevent the insertion of the liner.

Cleaning of Lines - The Contractor, when required, shall remove all internal debris out of the line that will interfere with the installation of CIPP. Any hazardous waste material encountered during this project will be considered as a changed condition.

If the extent of obstruction and damage is severe, the Engineer may require the Contractor to uncover the pipe, remove the obstructions, and repair the pipe. Excavation and repair work will be paid for as Point Repair.

The Contractor shall not install the liner in roadway pipe sections having dropped joints or line swags without prior approval from the Engineer.

C. Installation

CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

Curing shall be accomplished by utilizing steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Inspection

CIPP samples shall be prepared for each installation designated by the owner/engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F 1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as calculated in paragraph 5.6 of this document.

Visual inspection of the CIPP shall be in accordance with ASTM Fl743, Section 8.6

Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

E. Delivery, Storage, and Handling of Materials

The Contractor shall be responsible for delivery, storage, and handling of products. Products shall be kept safe from damage. Damaged products shall be removed from the job site promptly and shall be replaced with undamaged products.

F. Installation Procedure

The Contractor shall install the pipe liner in accordance with the installation procedures that have been distributed by the Engineer after being submitted by the Contractor. In the event insertion requires the removal of an inlet or manhole top in order to make the insertion, the Engineer and Contractor shall select a structure from which the top will be removed. The Contractor will be paid for removing and rebuilding the top under Bid Item No. 621-C, Rebuilding Inlet and Manhole Tops, per each. All existing metal parts shall be salvaged and reused.

G. Sealing Pipe at Junction Box, Inlet or Headwall

If there is not a tight seal in a junction box, inlet or headwall, the Contractor shall apply a sealant at that point by pressure injection or other means to ensure a watertight seal. The repair shall be rechecked after 48 hours to ensure that the seal is.holding. If the seal does not hold, the Contractor shall continue to apply sealant until a seal is made and there are n leaks. The Contractor shall seal the pipe without additional compensation.

H. Inspection of Pipe after Rehabilitation

Inspection of the pipeline shall again be performed by experienced personnel trained in the use of closed-circuit television for the inspection of pipes. The interior of the pipeline shall be carefully inspected to determine if there are areas where the liner does not adhere to the pipe wall, or if there are ruptures in the lining. A video tape and suitable log shall be

submitted to the Engineer for review after the installation of the liner. All repairs shall be made without additional compensation.

I. Clean Up

After the installation work and inspection has been completed and the work found acceptable, the Contractor shall clean up the work area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor. The work area shall be left in a condition equal to or better than prior condition.

J. Warranty

All pipe rehabilitation work shall be warranted to be free from defects in materials and workmanship for a period of five years from the date of rehabilitation. The Contractor shall obtain a written warranty from the supplier of the cured-in-place liner system or PE liner pipe and submit it to the Engineer after the initial inspection and before installation begins. The warranty should include the statement that any defect that occurs during a five-year period that is attributable to the liner installation or materials will be repaired by the supplier at no cost to the Owner. It should be noted in the warranty that the five-year period shall begin upon Final Payment for the Project.

538-A.08

Method of Measurement

A. Drainage Pipe Rehabilitation

Drainage Pipe Rehabilitation will be measured in linear feet along the flowline of the rehabilitated pipe. This measurement will be continuous through inline inlets and manholes. In the event "Arch" pipe is encountered, it will be measured and paid for at the equivalent round pipe size.

B. Point Repairs

Point Repairs performed in accordance with Section 538.02-D herein will be measured per each completely in place as approved by the Engineer.

C. Root Cutting

Root cutting will be measured in Linear feet. Removal of the roots must be performed in accordance with guidelines identified by NASSCO.

D. Bypass Pumping

Bypass Pumping performed in accordance with Section 538.02-D herein and no direct payment will be made for this work. The cost for bypass pumping shall be included in other items of work.

538-A.09

Basis of Payment

A. Drainage Pipe Rehabilitation

Drainage Pipe Rehabilitation, measured as noted above, will be paid for at the contract unit price, which shall be full compensation for submittals, cleaning and videoing the pipeline, minor repair of the pipe, furnishing and installing the pipe lining, final videoing of the pipeline, warranty, and for all equipment, tools, labor and incidentals necessary to complete the work.

B. Point Repairs
Point Repairs, measured as noted above, will be paid for at the contract unit price, which shall be full compensation for all work necessary including labor and materials, to make the existing pipe suitable for placing the pipe liner.

Payment will be made in accordance with the following:

Item 538-B Point Repair, Lump Sum per each site.

8. ITEM 539 *PIPELINE CLEANING AND VIDEOING:*

Work under this Section shall include the cleaning of and making a complete video recording of the interior of designated pipelines. Equipment and techniques shall comply with Specification 538, STORMWATER DRAINAGE PIPE REHABILITATION

Pipelines to be cleaned and videoed shall be as designated by the Engineer and may be located anywhere within the City.

Cleaning shall be sufficient to allow a full video record of the pipeline to be made. This includes being able to determine condition of cracks, joints and any other conditions detrimental to the proper function of the pipe.

The Contractor may be required to prepare 2 copies of the video and submit to the Engineer.

Payment shall be made in accordance with the following:
Item 539-A Pipeline Cleaning, (Size) per Linear Foot

Item 539-A Pipeline Videoing, (Size) per Linear Foot.

9. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2022 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

10. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:*

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

11. ITEM 620 *PIPE JOINT REPAIR:*

All work performed under this Section shall be in accordance with all requirements of ALDOT Section 620 except as modified below.

12. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING)*:

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 623-B127 *REMOVAL AND REINSTALLATION OF SLATE TILES*:

623.B127.1

Description
This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

15. SECTION 650, PAY ITEM 650-*ATOPSOIL*: SUB-SECTION 650.04*METHOD OF MEASUREMENT*SHALL BE**REPLACED**WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery

tickets as determined by truck bed measure.

16. ITEM 654-A *SOLID SODDING:*

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on theproject site, solid sodding. It is the responsibility of the Contractor to determine the type of sodpresent and replace inkind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

18. ITEM 690-A *PROJECT SIGN -PORTABLE:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

19. ITEM 690-B *PORTABLE TOILETS - WEEKS:*

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

20. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 A.3

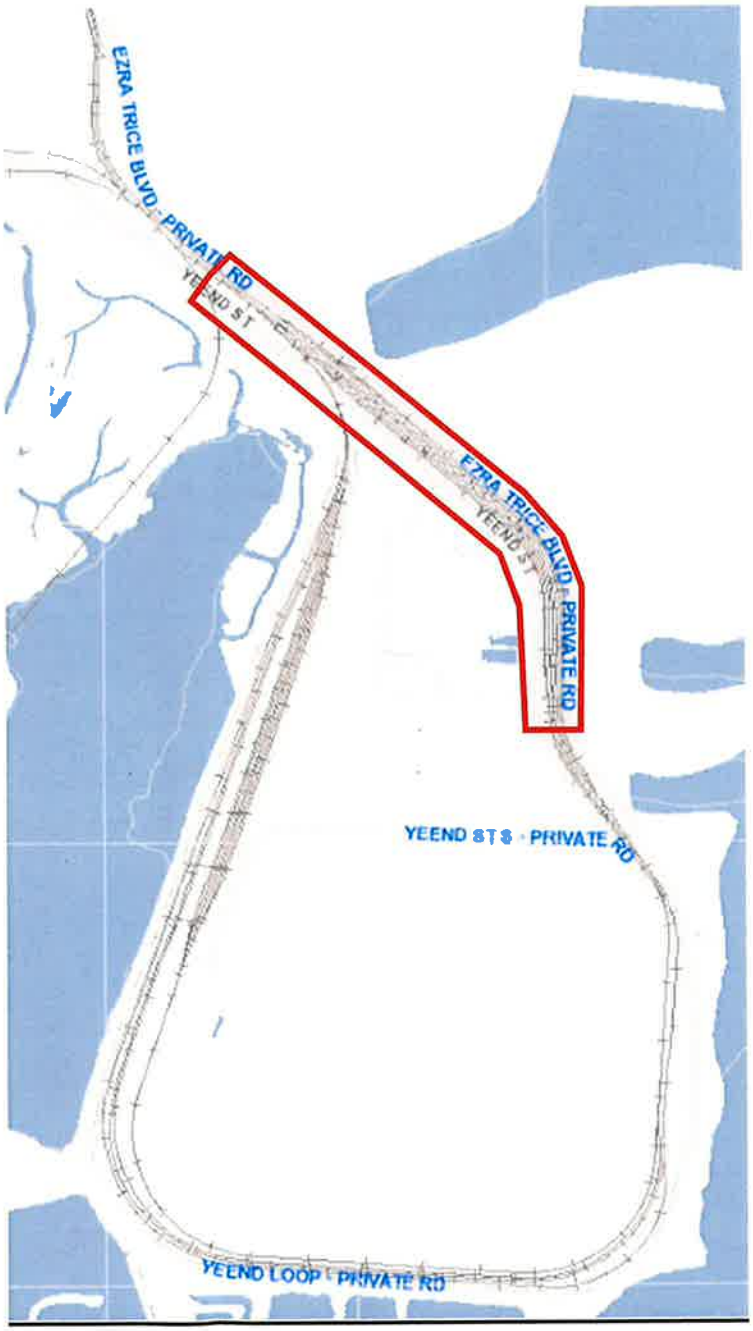
Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION

EXHIBIT A: PROJECT LOCATION

EXHIBIT A: PROJECT LOCATION (CONT'D)



ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance
3290 Dauphin Street
Suite 600
Mobile AL 36606

CONTACT NAME: Kelli Smith
PHONE (A/C, No, Ext): 251-340-1771 FAX (A/C, No): 251-470-1050
E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Continental Insurance Company	35289
INSURER D : Continental Insurance Company	35289
INSURER E : American Casualty Company of Reading, PA	20427
INSURER F :	

INSURED JOHNGWA-01
John G. Walton Construction Co., Inc
P.O. Box 81222
Mobile AL 36689

COVERAGES **CERTIFICATE NUMBER:** 1820813426 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			7040425338	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7040425341	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7040425355	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE $	$ 6,000,000 $ 6,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			7040425369	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented/Leased Equipment			MIM103990553	12/31/2023	12/31/2024	Each Item Catastrophe	500,000 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto Liability includes additional insured on a primary and non-contributory basis and waiver of subrogation status per forms CNA63359XX and CNA74705XX but only when required by written contract. The Workers Compensation includes waiver of subrogation status per form WC000313 but only when required by written contract. Excess Liability follows form over other policies.
Project: 2024-3005-04 - Western Bayfront Resurfacing
City of Mobile is additional insured with respects to General Liability per form CNA74705XX and Auto Liability per form CNA63359XX but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per form CNA74705XX and Auto Liability per form CNA63359XX but only as required by written contract.

CERTIFICATE HOLDER
City of Mobile
205 Government Street
Mobile AL 36603

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
B Jake Coker

© 1988-2015 ACORD CORPORATION. All rights reserved.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

E-Verify

Company ID Number: 404786

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and John G. Walton Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 404786

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 404786

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 404786

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

Company ID Number: 404786

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 404786

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 404786

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 404786

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 404786

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 404786

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 John G. Walton Construction Company, Inc.	
Phillip Anglin	
Name (Please Type or Print)	Title
Electronically Signed	03/29/2012
Signature Phillip Anglin	Date 3-29-12
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/29/2012
Signature Phillip Anglin	Date 3-29-12

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	John G. Walton Construction Company, Inc.
Company Facility Address:	1806 Wolf Ridge Rd.
	Mobile, AL 36618
Company Alternate Address:	P.O. Box 81222
	Mobile, AL 36689
County or Parish:	MOBILE
Employer Identification Number:	631158993

E-Verify

Company ID Number: 404786

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Phillip L Anglin**
Telephone Number: **(251) 342 - 6250** Fax Number: **(251) 342 - 6290**
E-mail Address: **phillip@johngwalton.com**

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: JOHN G. WALTON CONSTRUCTION COMPANY, INC.	**Certified DBE:** YES (NO)	**Contract Start Date:** 06/03/2024
DESCRIPTION: 2024-3005-04 WESTERN BAYFRONT RESURFACING		**Estimated Completion Date:** 12/02/2024

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)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shaun@johngwalton.com

RFP/RFQ Solicitation Number	2024-3005-04
Project Description	Western Bayfront Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5% Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John G. Walton

Signature: John G Walton Date: 4/24/2024

Title: 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: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

68

1045

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 (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 1,569,107.77 Date: 4/24/2024

Description Western Bayfront Resurfacing

Name of Bidder/Proposer: John G. Walton Construction Co., 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
C. Thornton	251 639-1906	Concrete	$119,250.00	7.6%	Yes	
Coastal Environmental	251 510-1469	Erosion	$7,130.00	0.45%	Yes	
Smith Industrial Services	251 243-1964	Pipe Cleaning	$30,000.00	1.91%	No	
C&H Construction Services	251 508-3640	Signage	$5,500.00	0.35%	No	
Renfroe, Hibberts & Co.	251 680-5881	Striping	$65,035.00	4.15%	No	

69

1046

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton Phone 251-342-6250 Email Shaun@johngwalton.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John G. Walton (affiant) who, being duly sworn says as follows:

President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for John G. Walton Construction Co., 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 John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

John G. Walton

President /CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 24th day of April, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-04
WESTERN BAYFRONT RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-04
WESTERN BAYFRONT RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this

_____

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

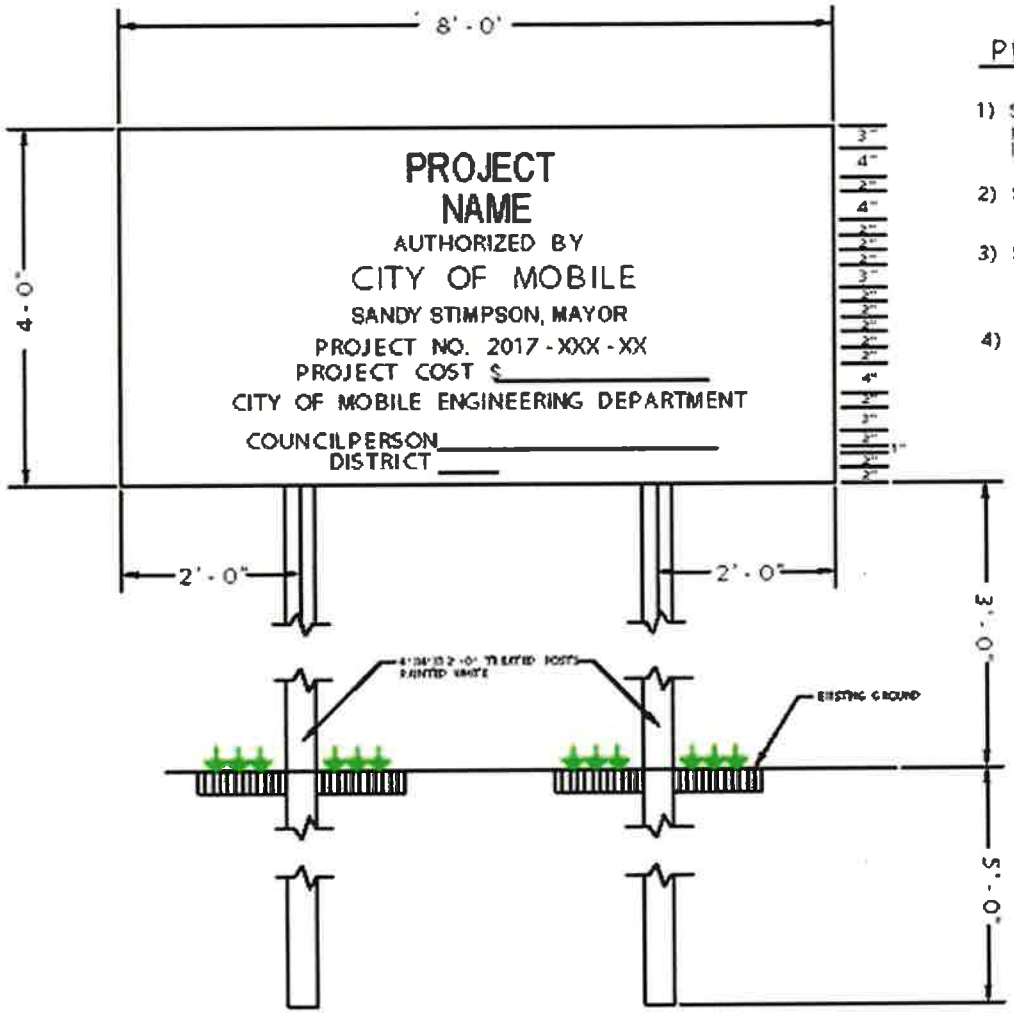
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/24/2024

Name of Project: 2024 WESTERN BAYFRONT RESURFACING
Project Number: 2024-3005-04

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 15,070.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder (Name of) John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81222 Mobile, AL 36689

***By (Legal Signature)** John G Walton

***Name (type or print)** JOHN G. WALTON, PRESIDENT (Seal)

***Title**

Telephone Number 251-342-6850

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **July, 2023**

196711

Michael B. Tew
SECRETARY-TREASURER

CHAIRMAN

1061

John G. Walton
construction company
www.johngwalton.com
Phone: (251) 342-6250
Fax: (251) 342-6290

LETTER OF TRANSMITTAL

Friday, May 03, 2024

To: Kimley Horn
11 N. Water St Ste 9290
Mobile, AL 36602
ATTN: Jacob Franklin

Project Name: Western Bayfront Resurfacing
Project No.: 2024-3005-04

WE ARE SENDING YOU ☒ Attached ☐ Under Separate Cover Via _____ the following items:

☐ Plans ☐ Specifications ☒ Contracts ☐ Supplemental Agreement ☒ Estimate

☐ Shop Drawings ☐ Closeout Docs ☐ _____

COPIES	DATE	NO.	DESCRIPTION
5			Contracts - Executed

THESE ARE TRANSMITTED as checked below:

☐ For Approval ☐ Approved as Submitted ☐ Resubmit _____Copies for Approval

☒ For Your Use ☐ Approved as Noted ☐ Submit _____ Copies for Distribution

☒ As Requested ☐ Returned for Correction ☐ Return _____ Corrected Prints

☐ For Review & Comment ☐ _____

☐ FOR BIDS DUE _____,2024. ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO: FILE SIGNED _____

Kimley»Horn

May 8, 2024

Honorable Mayor Stimpson
Mayor, City of Mobile
205 Government Street
Mobile, AL 36602

RE: ***2024 Western Bayfront Resurfacing – Project No. 2024-3005-04***

Dear Honorable Mayor Stimpson:

We are transmitting herewith five (5) original Contract Documents for **Project 2024-3005-04: Western Bayfront Resurfacing**. These documents have been completed by the Contractor and we find them in order.

Please execute the "Articles of Agreement" and have attested.

Please return four (4) copies to my attention and keep the fifth for your file.

Please contact me at (251) 680-0548 or jacob.franklin@kimley-horn.com should you have any questions.

Sincerely,

Jacob Franklin, PE
Project Manager

Enclosures

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Submitted by:

Public Safety, Rob Lasky

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Five year contract, then month-to-month, with Courtney Nall-McCulley, NA, for psychological and fitness-for-duty evaluations for MPD
General fund.

Amount of Contract:

NTE $20,000 per year

Funding Source

Project # **Discretionary Funds**

Project String 1004.1530.44020 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Collins, Scott	Approved	5/16/2024 - 2:15 PM
Legal	Kern, Chris	Approved	5/16/2024 - 2:57 PM
Legal	Kern, Chris	Approved	5/16/2024 - 2:58 PM
Mayors Office	Barber, James	Approved	5/16/2024 - 2:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/2/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2024 - 1:02 PM

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

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A NON-EMERGENCY MEDICAL TRANSPORT SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Nasia Pope**, to operate a **non-emergency medical transport** 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 21, 2024**, 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 MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Nasia Pope** for a Certificate of Public Convenience and Necessity to operate a **non-medical transport** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

(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: Nasia Pope

Date of Birth: 10/10/1996 Security #

Present Addres.

Home Phone Number: Work Phone Number:

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Pilot Catastrophe Service

Present Position/Title: Insurance Adjuster

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.

Nasia Pope
Signature

4/30/24
Date Signed

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Nasia Pope individually or on behalf of Legacy Lanes LLC., 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:

Nasia Pope

Business Addres

Telephone: 2 Trade Name

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate:

Residence Address:

Address City State Zip code

Telephone Num er's License #:

Residing in Mobile County: Years: 27 Months:

U.S. Citizenship: Yes ✓ No

I attest, under penalty of perjury that I am:

✓ 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. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	% of Stock Held (if any)
Nasia Pope	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

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☑ non-emergency medical transport

Location of terminal/depot or stand & stables: Mobile, AL

What will be your days and hours of operation? Monday - Saturday 4:00am - 11:30pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Chrysler	Year: 2022	Model: Pacifica
Make:	Year:	Model:
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:

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Nasia Pope

Nickname(s) or Maiden Name: _____

Current Address:

Previous Address

Personal Description:

Height: 5'0

Weight: 150

Hair Color: Brown

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.

Nasia Pope

Signature

4/30/24

Date signed

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.

Mason Pope

Applicant's Signature

NAME OF ENTITY:

Legacy Lanes LLC.

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 **DAY OF** April, 2024

Notary Public

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public
Alabama State At Large
My Commission Expires 10/26/26

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	POPE, NASIA ORION		
Address:		**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	F	**Age:**	27
Weight:	150	**Eyes:**	BROWN
Height:	5'00"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** D	**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. Rebecca

DATE: 4/30/2024

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	5/21/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/21/2024 - 9:46 AM

60- 473 2024

RESOLUTION PURSUANT TO MOBILE CITY COUNCIL RESOLUTION 60-372 SETTING SCOPE AND TOPICS FOR INVESTIGATION INTO PUBLIC ALLEGATIONS MADE BY MOBILE POLICE DEPARTMENTCHIEF PAUL PRINE AND NAMING SPECIAL COUNSEL TO CONDUCT INVESTIGATION

SPONSORED BY: CITY COUNCIL

WHEREAS, on April 30, 2024, the Mobile City Council passed Resolution 60-372 authorizing an investigation into public allegations made by former Mobile Police Department Chief Paul Prine ("Chief Prine"); and

WHEREAS, that resolution appointed the Council Committee of the Whole to direct said investigation; and

WHEREAS, the Council Committee of the Whole met on May 7, 2024 to discuss topics including the scope and specific topics for any third-party outside Special Counsel to investigate; and

WHEREAS, time being of the essence, the Council Committee of the Whole has solicited and reviewed proposals for outside third-party attorneys licensed in the State of Alabama to conduct said investigation;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

1. There will be four basic factual areas for a third-party retained Special Counsel to investigate and report back to the City Council on:

(a) the circumstances regarding the engagement of 321z Insights by the City of Mobile, the City of Mobile Police Department, and/or the Gulf Coast Technology Center ("GCTC") to conduct a review of the "EchoSpot" program, including how and why the contract for same was solicited and presented to the Council and any internal or "peer" review as to same done by or at the request of GCTC;

(b) issues related to the "chain of command" at GCTC (also often referred to as MPD Cyber) and allegations that the Chief of Police was improperly cut out of or else unable to use GCTC resources;

(c) the circumstances surrounding the alleged breakdown of relations between the City Administration and Chief Prine on or about November 2023 and leading up to and including discussions between the City Administration and Chief Prine on or about April 2024 regarding his proposed retirement or resignation; and

(d) any allegations made by Chief Prine that written grievances filed or submitted by him were not properly addressed or investigated.

2. In investigating any and all of these factual areas, the Special Counsel shall only investigate those matters which, if true, would constitute illegal, unethical, or out-of-policy behavior. In doing so, the Special Counsel should in every instance, in accord with best investigatory practices, identify anyone who: (a) committed an alleged violation; (b) precisely what the violation allegedly was; (c) precisely what law, regulation, procedure, standard or practice, or City policy was allegedly violated; and (d) precisely when and where any such alleged violation occurred.

3. The Special Counsel's factual scope and remit is limited to the matters contained above in paragraphs one and two. Should the Special Counsel in the course of conducting its investigation uncover additional allegations or issues that do not fit within the scope of the investigation as described herein, the Special Counsel is not to pursue or report to the Council on any such allegations. The Special Counsel however, consistent with its legal and ethical duties, shall separately report any such allegations or issues to the proper investigatory authorities, State or Federal, in the event said allegations or issues would constitute illegal or unethical behavior.

4. The total budget for the investigation described herein shall be one-hundred thousand dollars ($100,000.00).

5. The investigation and written report of the Special Counsel shall be completed and submitted to the Council with forty-five (45) days of the Special Counsel being named. If for any reason at any time within that forty-five (45) day period either the budget or timeline for the investigation and report turns out to be inadequate in the opinion of the Special Counsel, he shall inform the Council immediately so that the Council may consider same and take additional action if warranted.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/21/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	5/16/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/16/2024 - 3:57 PM

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

NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF A SERVICE ROAD AND CITY RIGHT-OF-WAY LOCATED AT KNOLLWOOD DRIVE AND MEDICAL PARK DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 25th day of June, 2024, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

***WHEREAS*, GK Land Holdings, LLC, an Alabama limited liability company**, as the owner of all of the land abutting a portion of Medical Park Drive located in the City of Mobile, Alabama, has requested the Mobile City Council to assent to the vacation and closing by it as the owner of such portion of Medical Park Drive hereinafter described;

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that **GK Land Holdings, LLC** owns all of the land abutting along said portion of Medical Park Drive, that the same is not needed as a public road in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owners of such right as such property owners may have to convenient and reasonable ingress and egress to and from such other property, and that it would be to the best interest of the Mobile City Council to vacate the same;

WHEREAS, said owner has consented to this vacation;

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council that its assent be, and it is hereby given to **GK Land Holdings, LLC**, as owner of all of the land abutting a portion of Medical Park Drive, to the vacation and closing by it of the following described right of way, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, by the Mobile City Council, that its assent be and the same hereby is, given to vacate and annul the herein described service road and right of way located Mobile, Alabama, subject, however, to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of AT&T to operate and maintain its existing service line within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

DONE this _____ day of _____, 2024, at Mobile County, Alabama.

MOBILE CITY COUNCIL

By:_____
Its President

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2024.

_____
Mobile City Clerk

EXHIBIT A

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

Knollwood Drive Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2024	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 1470544	$813,600.00	522,720	$1.56
Lot 3, Key No. 1096101	$142,100.00	68,825	$2.06
Lot 4, Key No. 1096110	$26,800.00	57,500	$0.50
Totals			**$1.37**

$1.37 / SF AVERAGE x 12,845 SF TO BE VACATED)= $17,640.47 Real Estate Department Assessment.

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

May 7, 2024

Lisa C. Lambert
City of Mobile Clerk
P. O. Box 1827
Mobile, AL 36633

RE: Right-of-Way Vacation

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate a City right-of-way located at the old Knollwood Hospital site. The enclosed does contain the signatures of all of the abutting property owners, as well as a map showing all surrounding properties.

The four adjoining parcels have values as set forth below, with all information coming from the Mobile County Revenue Commissioners' Office:

Lot 1 Key #01470544	
Assessed Value of Land:	$813,600
Size:	522,720 sq. ft.
Value/Square Foot:	$1.56
Lot 2 Key #01704953	
Assessed Value of Land:	$255,300
Size:	5.38 acres
Value/Square Foot:	$1.09
Lot 3 Key #01096101	$142,100
Assessed Value of Land:	~~$344,100~~
Size:	68,825 sq. ft.
Value/Square Foot:	$5.00
Lot 4 Key #01096110	
Assessed Value of Land:	$26,800
Size:	57,500 sq. ft.
Value/Square Foot:	$0.50

*updated value for 2024 building was demolished.

The subject right-of-way to be vacated contains approximately 12,845 sq. ft. It is our opinion that the right-of-way should have a value of $1.05/sf, which is the average of Lots 1, 2 and 4. Lot 3's assessed value should not be considered, as it is at least 3 times as much as all surrounding properties including those that are not abutting the subject right-of-way. Thus, it is our opinion that the right-of-way has a value of $13,847.00.

However, it is our position that no compensation should be required for this vacation, as shown on page 2 of the site plan attached, it indicates that the owner is dedicating part of Medical Park Drive to the City. Medical Park Drive has been used as and considered to be a public right-of-way, as the City has street signs placed within that right-of-way. Thus, this is an exchange for one right-of-way for another.

Also, it is our opinion that due to the redevelopment of the surrounding properties by Ball HealthCare, we do not believe a Traffic Impact Study is warranted at this time. As shown on the attached site plan, which is included in the owner's application to the Planning Commission, the subject right-of-way will be replaced by a driveway from the new development, said driveway which will be farther away from Medical Park Drive. Thus, the vacation will have no negative impact on the accessibility to and from this property.

Please let me know if you have any questions or need any additional information at this time.

Sincerely,

Gerald D. Byrd
GDB/kpg
Enclosures

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

LOT 1

PARCEL #:	**33 02 10 3 000 020.01X**			Baths: **0.0**	H/C Sqft: **0**
OWNER:	GK LAND HOLDINGS LLC		**MUNI 14 MOBILE PROPER**	Bed Rooms: **0**	Land Sch: **MT/51**
ADDRESS:	1 SOUTHERN WAY MOBILE AL 36619-1210		Land: **813,600**	Imp: **0**	Total: **813,600**
LOCATION:			Acres: **12.000**	Sales Info: **01/26/2023**	**$2,175,000**

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	02	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$813,600.00	BOE VALUE:	$0.00
KEY #:	1470544		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$813,600
CURRENT USE VALUE	[DEACTIVATED]	$0
TOTAL MARKET VALUE **[APPR. VALUE: $813,600]**:		$813,600

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
2021083905	12/16/2021
7053-230	7/19/2013
WD2477-713	7/5/2008
0-0	7/5/2008
WD3997-287	11/20/1992

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2023		$0.00
	2022		$0.00
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00
	2012		$0.00
	2011		$0.00
	2010		$0.00
	2009		$0.00
	2008		$0.00
	2002	OTHER(P)	$3,810.00

QUICK LINKS

- Assessment Info
- Assessor Home
- Disclaimer
- Mileage Rates
- Contact Us
- County Site
- Search

NEW
COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
(251) 574-8830

VISA MasterCard DISCOVER

Powered By CAPture

Website Disclaimer

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

LOT 3

PARCEL #:	**33 02 10 3 000 021.01X**	**[MISCIMP-A0]**	Baths: **0.0**	H/C Sqft: **0**
OWNER:	GK LAND HOLDINGS LLC	**MUNI 14 MOBILE PROPER**	Bed Rooms: **0**	Land Sch: **MT/51**
ADDRESS:	1 SOUTHERN WAY MOBILE AL 36619-1210	Land: **105,800**	Imp: **36,300**	Total: **142,100**
LOCATION:	3401 MEDICAL PARK DR MO	Acres: **1.560**	Sales Info: **01/26/2023**	**$2,175,000**

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$1,394,300.00	BOE VALUE:	$0.00
KEY #:	1096101		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$105,800
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
"PAVING CONCRET	34PCR06	$7,200
PAVEMENT CURBIN	34CLNGR	$4,800
"PAVING ASPHALT	34PASP2	$24,300
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $142,100]**:		$142,100

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
0-0	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2009		$0.00
	2008		$0.00

QUICK LINKS

- Property Info
- Assessment
- Land Info
- Mineral Info
- Comparables
- Click to Print
- Main Menu

NEW

COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
[redacted]
(251) 574-8530

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

Lot 4

PARCEL #:	**33 02 10 3 000 021.02X**			Baths: **0.0**	H/C Sqft: **0**
OWNER:	GK LAND HOLDINGS LLC	**MUNI 14 MOBILE PROPER**		Bed Rooms: **0**	Land Sch: **MT/51**
ADDRESS:	1 SOUTHERN WAY MOBILE AL 36619-1210	Land: **26,800**		Imp: **0**	Total: **26,800**
LOCATION:		Acres: **1.320**		Sales Info: **07/19/2013**	**$5,000,000**

<< Prev Next >> [1 / 1 Records]

Tax Year : 2024

QUICK LINKS

- [redacted]

NEW

COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

[redacted]

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	02	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$26,800.00	BOE VALUE:	$0.00
KEY #:	1096110		

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$26,800
CURRENT USE VALUE	[DEACTIVATED]	$0
TOTAL MARKET VALUE **[APPR. VALUE: $26,800]**		$26,800

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

DEEDS

INSTRUMENT NUMBER	DATE
2023004230	1/26/2023
7053-230	7/19/2013
2030-91	7/5/2008
WD3577-212	5/31/1990

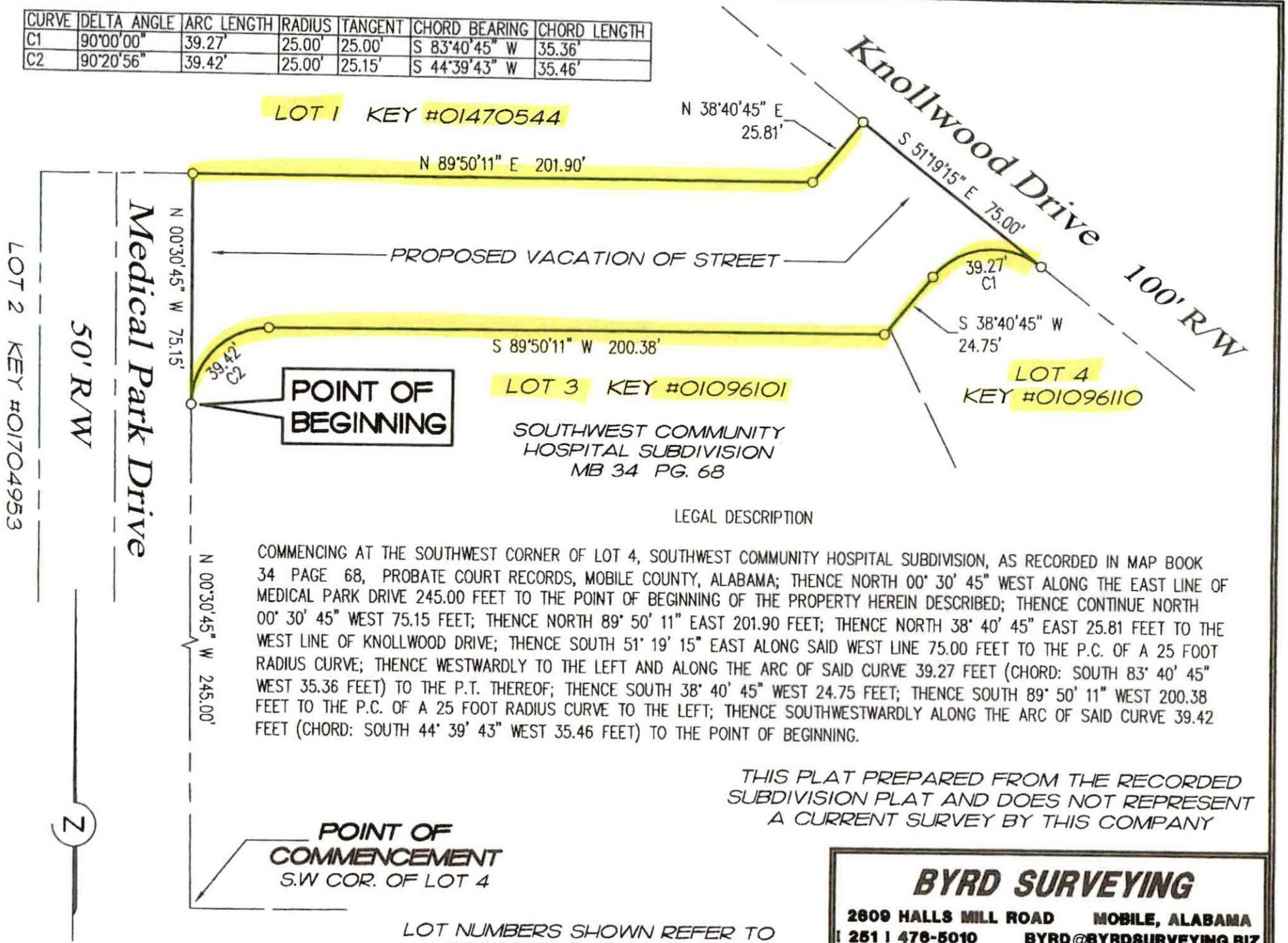
PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2023		$0.00
	2022		$0.00
	2021		$0.00
	2020		$0.00
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00
	2012		$0.00
	2011		$0.00
	2010		$0.00
	2009		$0.00
	2008		$0.00

VISA MasterCard DISCOVER

[redacted]

CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	90°00'00"	39.27'	25.00'	25.00'	S 83°40'45" W	35.36'
C2	90°20'56"	39.42'	25.00'	25.15'	S 44°39'43" W	35.46'



LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

THIS PLAT PREPARED FROM THE RECORDED SUBDIVISION PLAT AND DOES NOT REPRESENT A CURRENT SURVEY BY THIS COMPANY

LOT NUMBERS SHOWN REFER TO LETTER DATED MAY 7, 2024

BYRD SURVEYING

2809 HALLS MILL ROAD MOBILE, ALABAMA
251 | 476-5010 BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 40' MAY 7, 2024

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION TO THE MOBILE CITY COUNCIL FOR ITS ASSENT TO THE VACATION OF A PORTION OF MEDICAL PARK DRIVE IN THE CITY OF MOBILE, ALABAMA

Comes now **GK Land Holdings, LLC, an Alabama limited liability company,** as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petitions the Mobile City Council to assent to the vacation and closing by such signer as the owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described is a right of way, that your Petitioner is the owner of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

GK LAND HOLDINGS, LLC

By: Clarence M. Ball II
Print Name: CLARENCE M. BALL JR
Title: MANAGER

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Clarence M. Ball, Jr., whose name as Manager of **GK LAND HOLDINGS, 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of January, 2024.

Pamela N. Griffin
NOTARY PUBLIC
My Commission Expires: 04.13.2027

PAMELA N. GRIFFIN
MY COMMISSION EXPIRES
APRIL 13, 2027
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

STATE OF ALABAMA)

COUNTY OF MOBILE)

DECLARATION OF VACATION OF A PORTION OF MEDICAL PARK DRIVE LOCATED IN THE CITY OF MOBILE, ALABAMA

WHEREAS, the undersigned, **GK Land Holdings, LLC, an Alabama limited liability company**, is the owner of all of the land abutting a portion of Medical Park Drive located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the abutting property owner of such portion of Medical Park Drive located in Mobile, Alabama; and

WHEREAS, the vacation of said portion of Medical Park Drive will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowner requests that such portion of Medical Park Drive which abuts its property be closed and vacated; and

WHEREAS, said party as the abutting landowner consents to this vacation; and

WHEREAS, the said portion of Medical Park Drive to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owner of the lands abutting said roadway, hereby declares said portion of Medical Park Drive to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owner;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of Mobile Area Water & Sewer System (MAWSS) to operate and maintain its existing 8" diameter water main within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 4th day of January, 2024.

[Remainder of Page Intentionally Blank]

GK LAND HOLDINGS, LLC

By: Clarence M Ball III
Print Name: CLARENCE M BALL III
Title: MANAGER

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Clarence M. Ball, Jr., whose name as Manager of **GK LAND HOLDINGS, 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of January, 2024.

Pamela N. Griffin
NOTARY PUBLIC
My Commission Expires: 04.13.2027

PAMELA N. GRIFFIN
MY COMMISSION EXPIRES
APRIL 13, 2027
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT A

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 00° 30' 45" WEST ALONG THE EAST LINE OF MEDICAL PARK DRIVE 245.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 00° 30' 45" WEST 75.15 FEET; THENCE NORTH 89° 50' 11" EAST 201.90 FEET; THENCE NORTH 38° 40' 45" EAST 25.81 FEET TO THE WEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTH 51° 19' 15" EAST ALONG SAID WEST LINE 75.00 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE; THENCE WESTWARDLY TO THE LEFT AND ALONG THE ARC OF SAID CURVE 39.27 FEET (CHORD: SOUTH 83° 40' 45" WEST 35.36 FEET) TO THE P.T. THEREOF; THENCE SOUTH 38° 40' 45" WEST 24.75 FEET; THENCE SOUTH 89° 50' 11" WEST 200.38 FEET TO THE P.C. OF A 25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 39.42 FEET (CHORD: SOUTH 44° 39' 43" WEST 35.46 FEET) TO THE POINT OF BEGINNING.

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com
tel. 251-694-2391

December 5, 2023

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Burr & Forman LLP
11 North Water Street
Mobile, Alabama 36602

RE: Consent Requirement to vacate a portion of Medical Park Drive Right of Way

Mr. Anderson,

I am writing in response to the City's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the preliminary survey and examining the shaded area between Knollwood Drive and Medical Park Drive, I would like to inform you we have not identified any Alabama Power Company ("APC") facilities present in the stated location.

On behalf of APC, I hereby provide our written consent to fulfill the city's requirement for the vacation of rights of way and easements.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 251-694-2391 or via email at bjarrett@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,

Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosure

Spire Alabama Inc.
605 Richard Arrington, Jr. Blvd N.
Birmingham, AL 35203

December 6, 2023

Douglas Anderson
Burr & Forman LLP
RSA Tower
11 North Water Street
Suite 22200
Mobile, AL 36602

Re: Vacation of a portion of Medical Park Drive, Mobile, AL

Douglas Anderson,

In response to your letter dated December 4, 2023 relative to the above referenced vacation of a portion of Medical Park Drive.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Alex Sammet (Dec 14, 2023 08:46 MST)

Alex Sammet
Manager of Right of Way & Land Management
Spire Gulf Inc.

TJF: VB
cc: Douglas L. Anderson

Engineering Approval: RJ
RJ

Systems Planning Approval: ZJH
ZJH

3248 Springhill Ave.
Mobile, Al. 36607
Cell 251-295-5334

Comcast

February 28, 2024

Douglas L. Anderson
11 N Water Street
Suite 22200
Mobile, Al. 36602

Mr. Anderson:

On your request dated December 4, 2023, to vacant the right-of-way located within the Southwest Community Hospital Subdivision the former Knollwood Hospital Complex. Comcast has no need for this easement and consents to the subject vacation. If you need anything else please feel free to give me a call at 251-295-5334.

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II
Comcast of Alabama

MOBILE AREA WATER & SEWER SYSTEM

December 20, 2023

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, Alabama 36602

RE: Request to vacate the north portion of Medical Park Drive Right-of-Way
That certain portion east to west connecting to Knollwood Drive
per unrecorded Survey by Byrd Surveying dated November 30, 2023
Section 10, T5S-R2W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our 8" diameter water main, which provides service to the medical park, is located within the limits of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining said right-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

Daryl B. Russell, P.E.
Director of Planning & Market Development

cc: A. Tyree

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

M: 251.581.5043
F: 251.471.0410
sc1153@att.com

December 5, 2023

Douglas L. Anderson
Burr & Furman LLP
11 North Water Street Suite 22200
Mobile, AL 36602
danderson@burr.com

RE: Vacation of a portion of Medical Park Drive, Mobile, AL

Dear Douglas,

This letter is written in response to your request to vacate an easement of the property located on the North side of Lot 4 of the Southwest Community Hospital Subdivision MB34, PG68 as shown on attached documents. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-581-5043 if any additional information is required.

Sincerely,

Brian Scott Cornelius
MGR OSP Planning & Engineering, AT&T Alabama
251-581-5043

Proud Sponsor of the U.S. Olympic Team

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, March 28, 2024 3:04 PM
To: michael.linder@atchisonlaw.com
Subject: Vacation Request - Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Michael,

Please review the attached and advise if it's ready to be sent to City departments.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 15, 2024 11:16 AM
To: michael.linder@atchisonlaw.com
Subject: Vacation Request - Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Michael,

Please review the attached and advise if it's ready to be sent to City departments.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, April 17, 2024 9:41 AM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org); Cink, Joseph; Hoffman, Bert; Jennifer White (whitej@cityofmobile.org); Kern, Chris; Nick Amberger (nick.amberger@cityofmobile.org); Penn, D M; Richard Harris (harrisr@cityofmobile.org)
Subject: Vacation Request - Old Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: White, Jennifer
Sent: Wednesday, April 17, 2024 9:49 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Old Knollwood Hospital

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Hoffman, Bert
Sent: Wednesday, April 17, 2024 3:45 PM
To: Gauthier, Lana
Subject: RE: Vacation Request - Old Knollwood Hospital
Attachments: 2024-04-17_PZ-MEMO_Knollwood-Hospital_request.pdf

Planning and Zoning has no objection. See the attached memo.

Bert Hoffman

Long Range Planning
BUILDMOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

April 17, 2024

To: **Lana Pafenbach**

C: **File**
Planning & Zoning

From: **Margaret Pappas / bh**

Re: **Vacation of a portion of Medical Park Drive**

The proposed vacation request is for an approximately 50-foot wide by 250-foot long segment of Medical Park Drive, extending from an intersection with Medical Park Drive to Knollwood Drive.

The Planning and Zoning Department has no objection to the vacation of the street right-of-way.

It should be noted that a Subdivision application that includes this site has been submitted for consideration by the Planning Commission. The Subdivision process should be completed prior to any request for permits for construction within the vacated property.

Gauthier, Lana

From: Cink, Joseph
Sent: Monday, April 22, 2024 11:01 AM
To: Gauthier, Lana
Subject: Re: Vacation Request - Old Knollwood Hospital

Morning Lana,

Fire has no objection to the vacation as long as the hydrant remains accessible and operational.

Respectfully,

Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, Al 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, May 1, 2024 10:12 AM
To: 'kari@byrdsurveying.biz'
Subject: FW: Vacation Request - Old Knollwood Hospital

Good morning, Kari,

Please see below for the response from the City's Engineering Department.

Thank you for your assistance.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Morris, Anthony <anthony.morris@cityofmobile.org>
Sent: Tuesday, April 30, 2024 1:45 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: RE: Vacation Request - Old Knollwood Hospital

Engineering does not have an objection of a vacation request for City right-of-way at the Old Knollwood Hospital site. Engineering has facilities in the City right of way being requested to be vacated and Engineering will request the existing right of way be retained as an easement.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk

Gauthier, Lana

From: Morris, Anthony
Sent: Tuesday, April 30, 2024 1:45 PM
To: Gauthier, Lana; Stout, Carleen; Cink, Joseph; Hoffman, Bert; White, Jennifer; Kern, Chris; Amberger, Nicholas; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Old Knollwood Hospital

Follow Up Flag: Follow up
Flag Status: Flagged

Engineering does not have an objection of a vacation request for City right-of-way at the Old Knollwood Hospital site. Engineering has facilities in the City right of way being requested to be vacated and Engineering will request the existing right of way be retained as an easement.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Kari
~~Kerry~~ Givens
Kari@byrdsurveying.biz

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, May 1, 2024 10:15 AM
To: Carleen Stout (carleen.stout@cityofmobile.org)
Subject: FW: Vacation Request - Old Knollwood Hospital
Attachments: packet_knollwood hospital.pdf

Good morning,

Please advise any objections you have to the attached vacation request along with the City's evaluation for the value. This is a time sensitive matter.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Gauthier, Lana
Sent: Wednesday, April 17, 2024 9:41 AM
To: Anthony Morris (anthony.morris@cityofmobile.org) <anthony.morris@cityofmobile.org>; Carleen Stout (carleen.stout@cityofmobile.org) <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; Jennifer White (whitej@cityofmobile.org) <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Nick Amberger (nick.amberger@cityofmobile.org) <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Richard Harris (harrisr@cityofmobile.org) <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, May 2, 2024 9:23 AM
To: kari@byrdsurveying.biz
Subject: Knollwood Hospital Vacation Request

Good morning, Kari,

Please see the City's Real Estate Department's response below (in blue) regarding the vacation request at the old Knollwood Hospital site.

Also, advise if/when the information will be provided.

"Lana - Real Estate researched the vacation request today and have the following comments:

-Key numbers are not included and the lot numbers do not match up. Need more information.
-The size is stated as 17,542 sf however there is not dimensions on the survey – proof of vacation size is needed.
-Applicant is offering to "swap" row with city to offset payment due – no size provided. Has engineering looked at this?

Hope this makes sense ad we can look at it again as soon as the data needed is obtained.
Thanks, Carleen

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536"

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Tuesday, May 7, 2024 1:13 PM
To: jerry
Cc: Daffin, Mary; Gauthier, Lana
Subject: RE: Knollwood Hospital Vacation Request

Follow Up Flag: Follow up
Flag Status: Flagged

Received. We will look at it this week!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: jerry <jerry@byrdsurveying.biz>
Sent: Tuesday, May 7, 2024 12:56 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Cc: Daffin, Mary <mary.daffin@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: Knollwood Hospital Vacation Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Carleen

Attached is a revised letter and plat that contains the information you need for review. The letter was prepared by the attorney preparing the documents and sent to me to put on letterhead and sign. I have computed the area of the proposed vacation and revised the first paragraph of the second page to reflect that area and value. I'm not sure how he got the area that was in the first submittal. I have also added the Key numbers of the parcels listed as Lots 1-4 in the letter.

The attached plat shows the lot numbers and Key numbers that correspond with those listed in the letter. The plat has all dimensions necessary for you to check the square footage of the proposed vacated street.

Please contact me if you have any questions or need additional information.

Thank you
Jerry

Gerald D. Byrd

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010
251-476-5033 - Fax

From: Stout, Carleen
Sent: Thursday, May 2, 2024 12:06 PM
To: jerry <jerry@byrdsurveying.biz>
Cc: Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Hospital Vacation Request

Hey Jerry, hope you are well!! Attached is what we reviewed. Jaclyn retired and Mary will be working this file request. I have copied her in!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: jerry <jerry@byrdsurveying.biz>
Sent: Thursday, May 2, 2024 10:55 AM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Subject: Knollwood Hospital Vacation Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Carleen

Would you send me a copy of the plat that was submitted with the vacation package ? I'll try to clarify the lot numbers and provide the other information you need.

Thanks....Jerry

Gerald D. Byrd

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606
251-476-5010
251-476-5033 - Fax

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Thursday, May 2, 2024 9:23 AM
To: kari@byrdsurveying.biz
Subject: Knollwood Hospital Vacation Request

Good morning, Kari,

Please see the City's Real Estate Department's response below (in blue) regarding the vacation request at the old Knollwood Hospital site.

Also, advise if/when the information will be provided.

"Lana - Real Estate researched the vacation request today and have the following comments:

-Key numbers are not included and the lot numbers do not match up. Need more information.
-The size is stated as 17,542 sf however there is not dimensions on the survey – proof of vacation size is needed.
-Applicant is offering to "swap" row with city to offset payment due – no size provided. Has engineering looked at this?

Hope this makes sense ad we can look at it again as soon as the data needed is obtained.
Thanks, Carleen

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536"

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Stout, Carleen
Sent: Friday, May 10, 2024 4:52 PM
To: Gauthier, Lana; Daffin, Mary
Subject: RE: Knollwood Vacation Packet

Real estate is good as long as engineering is good!!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Friday, May 10, 2024 1:31 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>; Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Vacation Packet

Carleen,

Please let me know if you have any objections to this request.

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Friday, May 10, 2024 12:39 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Daffin, Mary <mary.daffin@cityofmobile.org>
Subject: RE: Knollwood Vacation Packet

Thank yall!

Carleen Stout-Clark
Deputy Director,
Real Estate Asset Management
City of Mobile
(251) 208 -7536

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

MAWSS
P. O. Box 180249
Mobile, AL 36618-0249

Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

MAWSS
P. O. Box 180249
Mobile, AL 36618-0249

Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

MAWSS
P. O. Box 180249
Mobile, AL 36618-0249

Spire Alabama, Inc.
Attn: Jeff Wilcox, RWA
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

CITY CLERK'S OFFICE

MOBILE, AL

TH, MAR 28, PM2:50 RCVD