AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, May 7, 2024, 10:30 AM

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

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

   April 23, 2024 and April 30, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Kazoola Eatery and Entertainment for a waiver of the Noise Ordinance at 558 Dauphin Street on May 11, 2024, from 3:00 p.m. - 9:00 p.m. (District 2).

   Request of Minister Darren Jackson for a waiver of the Noise Ordinance at 661 S. Broad Street on May 26, 2024, from 9:30 a.m. - 2:00 p.m. (District 2).

   Request of Kaitlyn Burkett for a waiver of the Noise Ordinance at Art Walk, Cathedral Square - Bienville Square - Conti Street on June 14, 2024, from 5:00 p.m. - 10:00 p.m. (District 2).

   Request of Janice Martin for a waiver of the Noise Ordinance at James Seals Community Center on June 29, 2024, from 10:00 a.m. - 6:00 p.m. (District 2).

   Request of Tryone Terrell for a waiver of the Noise Ordinance at 6123 Aaron Drive, S. on May 11, 2024, from 5:00 p.m. - 10:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road from R-1 to R-3 (District 6).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Matt Armbruster - Provide an update on Ransom Ministries.

Laurie Hunter - Ask about the future of affordable housing in Mobile.

Estella Trotter - Comments about establishing affordable and low income housing in Mobile.

John Robb - Follow up on the Minnikin report as it relates to the Mobile Tree Commission.

Reverend Tonny Algood - Comments about the expenditures under the City's budget.

Sabrina Mass - Request answers on why Paul Prine was terminated. Will he be included on who will investigate? Why is the Mayor so powerful over the Council? Why is the Council violating the Zoghby Act?

Mary Lou Peak - Speak in support of the Mayor and benefits that the current Administration has.

Jim Walker - The Downtown Alliance is funded by the City and they selectively report businesses for City violations.

Reggie Hill - Fitness for duty, release of claims, and Council rules.

12. ORDINANCES HELD OVER

64-028 Consider a Conditional Use Permit for property located at 5032 Government Boulevard (sponsored by Councilmember Reynolds).

13. CONSENT RESOLUTIONS HELD OVER

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

60-390 Determine an appropriation to Friends of Municipal Park services a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Kim Carmody, Parks & Rec. Dept.).

14. CIP RESOLUTIONS HELD OVER

08-391 Approve purchase order to Gametime for shade structures for Hackmeyer Park; $83,488.95 (sponsored by Councilmember Daves and Mayor

Stimpson) (submitted by John Paine, Purchasing Dept.).

15. RESOLUTIONS HELD OVER

08-392 Approve purchase order to Beard Equipment Company for turf sprayer for Parks & Recreation Dept.; $61,304.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-393 Approve purchase order to Insight Public Sector for annual subscription renewal for Apricot Case Management software for MPD; $17,086.82 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-394 Approve purchase order to Jerry Pate Turf & Irrigation, Inc. for mower for Azalea City Golf Course; $56,157.07 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-395 Approve purchase order to Jerry Pate Turf & Irrigation, Inc. for mower for Azalea City Golf Course; $54,362.68 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-396 Approve purchase order to Southern Earth Sciences, Inc. for geotechnical services for Three Mile Creek Trail; $24,465.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-397 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 crew cab pickup trucks; $58,798.00 (sponsored by Mayor Stimpson) (submitted John Paine, Purchasing Dept.).

21-398 Authorize contract with Axon Enterprise, Inc. for body camera equipment and software for MPD; NTE $8,676,566.80 (5-year period) (sponsored by Mayor Stimpson) (submitted by Interim Chief William Jackson, MPD).

31-399 Authorize a grant application to the Alabama Historical Commission in support of their Historic Sites Grant; $18,000.00 ($12,000.00 match requirement) (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile Dept.).

16. ORDINANCES BEING INTRODUCED

64-029 Rezone property located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road from R-1 to R-3 (sponsored by Councilmember Woods).

17. CONSENT RESOLUTIONS BEING INTRODUCED

01-403 Authorize Appropriation Agreement with Mobile County Commission for Country Club Road Sidewalk Project (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-404 Transfer funds from District 4 Discretionary Account to Parks and Recreation General Fund Account to assist with Mim's Park, Field A (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

37-405 Recommend approval to the ABC Board for issuance of a Retail Beer (Off Premises Only) License to El Valle Market; 2029 Airport Blvd. (sponsored by Councilmember Carroll).

37-406 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to All the Smoke Seafood; 840 Montlimar Drive (sponsored by Councilmember Daves).

58-407 Authorize removal of weeds, Group 1656.

58-408 Assess costs for removal of weeds, Weed Lien Group 1651.

60-409 Determine an appropriation to Stewart Memorial Christian Methodist Episcopal Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

18. CIP RESOLUTIONS BEING INTRODUCED

08-410 Approve purchase order to Arcadis US, Inc. for ethernet switches and transceivers for traffic signal upgrades; $116,888.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

19. RESOLUTIONS BEING INTRODUCED

01-411 Authorize agreement with Mobile County Commission, for County Paving City Segments-Unicorp; (sponsored by Mayor Stimpson) (Submitted by Nick Amberger Engineering Dept.)

08-412 Approve purchase order to Galls, LLC for ballistic body armor and helmets for MFRD; $116,853.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-413 Approve purchase order to SHI International Corp. for annual subscription renewal for Rock Solid Citizen Engagement Software; $54,485.78 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09- 414 Transfer funds from Public Works Executive Admin to Capital Project Fund for City-wide resilience assessment and plan; $40,000.00 (sponsored by Mayor Stimpson) (submitted by Cheri Boucher, Accreditation Manager).

21-415 Authorize contract with Barter & Associates, Inc. for Cruise Terminal Parking Garage structural inspection and design services for repairs; $20,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-416 Authorize contract with H & H Electrical Co. Inc. for electrical upgrades and lighting at Copeland-Cox Tennis Center; $417,940.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-417 Grant a permanent easement to Alabama Power to provide underground service to the U.S. Army Corps of Engineers building, parking deck, and future arena (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., and Carleen Stout-Clark, REAM Dept.).

20. CALL FOR PUBLIC HEARINGS

41-418 Call for 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 (scheduled for May 21, 2024) (submitted by Lisa C. Lambert, City Clerk).

21. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/1/2024 - 1:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	4/29/2024 - 10:23 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:18 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Terrell	Cover Memo	5/3/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/3/2024 - 1:11 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: TRyone TeRRell
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number (251) 367-6263

Organization (if applicable) N/A

Mailing Address of Applicant 6123 AARON DR. 36608

Telephone No. — E-mail address —

Location or address of event where amplification will be used:

6123 AARON DR

Date of Event: 4-11-2024 Starting Time: 5pm Ending Time 10 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mother day Celebration

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

Music containing obscene language or profanity is prohibited.

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 10:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Ransom	Cover Memo	5/3/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/3/2024 - 8:26 AM

Gauthier, Lana

From: Carroll Lambert, Lisa
Sent: Thursday, May 2, 2024 7:32 PM
To: Gauthier, Lana
Cc: Boxley, Pavonia; Leverette, Tiereney
Subject: Fwd: Update

Lana,
Gina has invited this guy to the meeting Tuesday. Please add him.

Lisa C. Lambert
City Clerk
PO BOX 1827
Mobile, AL 36633
(251) 208-7411 ofc

Begin forwarded message:

> **From:** "Gregory, Gina" <council7@cityofmobile.org>
> **Date:** May 2, 2024 at 3:42:59 PM CDT
> **To:** Matt Armbruster <matt@ransomministries.com>, "Carroll Lambert, Lisa" <lisa.carroll@cityofmobile.org>, "Small, CJ" <council3@cityofmobile.org>
> **Subject: Re: Update**
>
> Hi Matt,
>
> This coming Tuesday should be ok. We never know how many people will sign in to speak, but having you provide an update on a successful project is always welcome.
>
> I've included Lisa Lambert and CJ Small on this e-mail so that they will know I have invited you to speak.
>
> Sent from my iPad
>
> On May 1, 2024, at 3:19 PM, Matt Armbruster <matt@ransomministries.com> wrote:

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.

Gina
It was great seeing you last night. Let me know what Tuesday meeting you would like me to come give an update. I'm free next Tuesday if that works.

Matt Armbruster
Ransom Ministries Inc
www.ransomministries.com
251-751-0044 Office
251-550-2279 Cell
www.ransomrecycling.com

I CHECK EMAILS IN THE MORNING AND AFTERNOON WILL RETURN EMAILS ASAP

The information in this E-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this E-mail message. If you have received this E-mail in error, please notify the sender as soon as possible. In addition, please delete the erroneously received message from any device/media where the message is stored.

Ransom Ministries Inc. , a 501(c)3 organization, we are a Life Skills, Job Readiness, social enterprise offering comprehensive and innovative, Job Readiness, Soft Skills training and recycling services while providing life-changing workforce training to formerly incarcerated, Homeless and Addicted individuals. Taking the electronic waste and other recyclables provided by residents and corporate partners, Ransom Recycle deconstructs these items, recycles the materials and disposes of the waste safely and cleanly. The scrap metals and other reusable materials collected in this process are then sold to help pay for job training programs and employment opportunities for formerly incarcerated, homeless and addicted men and women in order to support their re-entry back into society.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/2/2024 - 12:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Walker	Cover Memo	5/2/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2024 - 2:10 PM

5.2.24

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 5/2/2024 1:45 PM
To:City Clerk <cityclerk@cityofmobile.org>

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.

Name: Jim Walker

Date To Address Council: 2024-05-07

Address: 602 Church Street

Email: looking.for.a.chateau.21rooms@gmail.com

Phone: +1Â (251)Â 217-1683

Subject And Specific Questions: Downtown Alliance favorites as for as development and help, it is against the United States Constitution

funded by City and they selectively report businesses for City violations

Pertain To City Business: Color of Law, embezzlement and the United States Constitution The Downtown Alliance is a quasi government entity that behaves and does as it wants, a total violation of the us constitution

Signature: Jim Walker

Signature Verify: X

Agree: X

Date Submitted: 2024-05-02 13:45:53

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	5/2/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2024 - 1:35 PM

From: RJHILL II
To: Gauthier, Lana
Date: Thursday, May 2, 2024 1:22:18 PM

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

Please accept this formal request to be added to the upcoming Agenda. I will address the following:

Fitness for Duty; Release of Claims; Council Rules.

Sent from my iPad

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	3/14/2024
REVISED notice	Cover Memo	3/14/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/14/2024 - 1:55 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 a Conditional Use Permit
for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 19, 2024**, a public hearing will be held on the **23rd** day of **April, 2024**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

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 Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department 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 16th day of April, 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 27th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department 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 Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department 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

Deborah May
5032 Government Boulevard
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 13, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 22, 2024 considered the request of Deborah May for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District for the property located at 5032 Government 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 to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
attachments

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the 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 _____ day of _____, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5032 Government Boulevard.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children); 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department 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.

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 Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;

3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department 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

Deborah May
5032 Government Boulevard
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Deborah May
5032 Government Boulevard
Mobile, Alabama 36693

Re: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child daycare for 10 children in an R-1, Single-Family Residential Suburban District.

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

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

After discussion, the Planning Commission determined the following Findings of Fact to support the request for a Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:

   (a) The applicable development standards; and
   (b) The applicable use regulations.

2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit request to City Council, subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground

layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and

4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

The advertising fee for this application based on the current legal description is $315.78. 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.

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: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

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.

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

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: 5032 Government Boulevard
ZON-CUP-002803-2024
Deborah May
District 4
Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

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.

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 10 children in an R-1, Single-Family Residential Suburban District.

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

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

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

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

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

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

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

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

	Applicant	Agent (If Applicable)
Name:	Deborah May	
Firm:	Debbie's Home Daycare	
Phone:	(251) 656-4527	
Email:	dmay1891@gmail.com	
Address:	5032 Government Boulevard Mobile AL. 36693	

	Owner	Design Professional
Name:	Deborah and Peter May	
Firm:		GANT - Joseph Rodrigues
Phone:	(251) 656-4527	
Email:	dmay1891@gmail.com	
Address:	5032 Government Blvd. Mobile AL.	36693

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

5032 Government Blvd. Mobile AL. 36693 — Property Address

14,900 Square feet — Property Area (acres or square feet)

East side of Government Blvd. 566 ± North of Lansdowne Drive.

Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-1 — 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.

Deborah A. May — Owner Signature

January 9, 2024 — Date

Deborah A. May — Applicant or Agent Signature (if applicable)

January 9, 2024 — Date

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

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

Deborah A. May — Applicant or Agent Signature

January 9, 2024 — Date

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed-and-Breakfast Establishments	☐ Bar/Lounge
☐ Community Residences	☒ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☐ Yes ☐ No

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The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

☐ Planning Commission Application
☐ Site Plan
☐ Documentation of compliance with Approval Criteria
☐ Neighborhood Meeting Documentation
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
Childcare for working parents is declining drastically due to the Covid pandemic with inflation costs and lack of staff. At one time, Mobile had 150 Family Childcare Homes. We now have about 50. Family childcare providers are able to add childcare spots for children, especially infant to 4 years which has lower adult/child ratio. Five children is Maximum for Homes now - Centers do not focus on our very young Future Land Use Map (FLUM) Designation children as it is not profitable, Homes can only due 5 or 10 in group home. Small ratio's equates to higher quality to the very young children.
2. Is the application compliant with Development Standards of Article 3? ☒ Yes ☐ No
If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.
Family Childcare Homes and Family Childcare Group Homes are required to be in Childcare provider home. Childcare in general is intended to be near the working families home or workplace.
4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

There should be no negative impact on adjacent property. Zoning remains same. Parking is in rear of property.

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     5032 Government Blvd. Mobile AL. 36693
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
     N/A
   - ☐ Lighting:
     City Street Light is at end of driveway. We have motion lights around house as well as security cameras.
   - ☐ Hours of operation:
     Day-time 7:00 am - 5:00pm. Night-time license is for current families if parent has to work out of town. It is for 2 children.
   - ☐ Other conditions that are unique to the use of the property: No night-time care for past 5 years. My property is on the service road to Government Boulevard. Traffic only enters and exits on that street. There is traffic light at entrance to Lansdowne which allows an even safer entrance and Exit to subdivision.
6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☒ Yes ☐ No
7. Describe how the proposal is designed to minimize the impact on storm water facilities.
   Should have no impact.
8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
   We have Mobile Water and Sewer System for our water service.
9. 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 should be no noticable difference. Traffic is minimal due to arrival and departure times varying for families.
10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.

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?
Neighborhood meeting was held a the West Regional Library at 5:30pm. Meeting was recorded so that minute of meeting could be recorded.
2. What information was presented at the meeting?
Information concerning reason for Conditional Use Permit. Explained difference between Variance and Conditional use permit. Stated already had home daycare for 27 years. Explained how the need for childcare is desperately needed for infants and Toddlers.
3. What concerns were raised during the meeting?
Zoning
Traffic
Fear of other businesses coming into the neighborhood.
4. Were any modifications made or considered in response to the concerns raised at the meeting?
Zoning - Assured them it remains an R-1 Zoning.
Traffic - Explained arrival, departure times and Multi-family childcare.
Fear of Businesses - explained no other business with going through zoning process. Explained ten children is most asked for. It will never be a childcare center.

SUPPLEMENTAL DOCUMENTATION
Daycare, Child (Home Based 7-12 children)

The following information is required to evaluate applications for Conditional Use Permits for Home Based Daycare. Please provide a statement for all items.

1. Is the home the primary residence of the daycare operator? ☒ Yes ☐ No

2. Are there additional employees? ☒ Yes ☐ No
   If yes, how many and do they reside at the home?
   Peter May (Spouse) resides in home.
   Elizabeth May Butler - (daughter) NO, Doe not reside in hom

SITE PLAN AND BUILDING INFORMATION

The following are required to evaluate the conditional use application. Please provide all the following information as additional documentation.

☐ The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height. Please indicate on the site plan.
Privacy Fence plus 4ft. chain link around playground.

☐ The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

☐ All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.

☐ The following minimum amount of off-street parking must be provided:

- ☐ The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
- ☐ One (1) space for each employee who is not a full-time permanent resident of the home; plus
- ☐ One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

☐ The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required of the Alabama Department of Human Resources.

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Deborah May Email dmay1891@gmail.com
Address 5032 Government Blvd. Mobile Phone: 251-656-4527

Name Lisa Young Email LISARYOUNG0@gmail.com
Address 4015 Bay Front Rd Mobile Phone: 251-447-1045

Name Kenneth W Wocthen Email KWOC6151@gmail.com
Address 6151 Boykin Rd Phone: 251 377-5877

Name Alice Young Email sallienae5614@gmail.com
Address 516 Newport Dr. W mobile, AL Phone: 251-423-9641

Name Mary WYATT Email MARY WYATT 172 gmail com
Address 5 14 Newport Dr. E Phone: 251 366 9701

Name Denise Brown Email Februn5@gmail.com
Address Bessie H. Bass Phone: (251) 610-7999

Name Bobby J Bass Email
Address 3725 Dauphin Phone: 205 695 1490

Name Michael T. TARTT Email TTARTT@BELLSOUTH.NET
Address 5217 DREXEL DR Phone: 251-402-1061

Name Vanseau James (Great Love Childcare) Email greatlove@stellarchildcare.com
Address 8749 Woodberry Ct Mobile AL 36695 Phone: 251-767-4200

Name Rosston Butler Email butler_1371@Hotmail
Address 3911 Higgins Rd. Phone: (251) 895-0371

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Shelby Ulmer Email shelbypmathis26@yahoo.com
Address 5213 Burma Rd. West Phone: (251)709-6520
Name Michelle Rayborn Email mrayborn@apc-team.org
Address 2595 Bell Road, Montgomery 36117 Phone: 334-271-0304 or (334) 538-1094
Name Jennifer R. Thburg Email jennifer.h.richburg@outlook.com
Address 3004 Blue Ridge Dr. E Phone: 251-327-0199
Name Morgan Richburg Email james.m.richburg@outlook.com
Address 3004 Blue Ridge Dr E Phone: 251-454-0277
Name BRIAN C. MORTON Email brianmorton@bellsouth.net
Address 2715 TIFTON CT Phone: 251.753-5533
Name SARAH MORTON Email sarahcom25@aol.com
Address 2715 TIFTON CT. Phone: 251-421-1649
Name MARY CLAIRE MORTON Email —
Address 2715 TIFTON CT Phone: —
Name Jaila Love Email jsymone213@gmail.com
Address 833 S University Blvd #83 Phone: 251-520-1922
Name EMILY STILL Email emstill34@gmail.com
Address 1150 Santa Maria Ct. Mobile, AL 36693 Phone: 251.623.3964
Name Facethia Hogue Email fjh0005@auburn.edu
Address 8012 Toner Ave. 36617 Phone: 251-767-6738

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Shawn Pitt Email _____
Address 256 Oak Rd. Mobile Phone: 251-652-3246
Name Courtney Hartley-Williamson Email courtneyhartley2@gmail.com
Address 5634 Merwood Ct Phone: 251-581-1284
Name Jason Williamson Email jwilliamson7894@gmail.com
Address 5634 Merwood Ct Phone: 251-895-3927
Name Jack Pettaway Email pettawayR@bellsouth.net
Address 3713 Norton Dr Phone: 251-604-9804
Name Robert Rettaway Email _____
Address Same as above, Phone: _____
Name Elizabeth Butler Email lizzie81891e@yahoo.com
Address 3911 Higgins Rd. Mobile, AL 36619 Phone: (251) 214-6979
Name _____ Email _____
Address _____ Phone: _____
Name _____ Email _____
Address _____ Phone: _____
Name _____ Email _____
Address _____ Phone: _____
Name _____ Email _____
Address _____ Phone: _____
Name _____ Email _____
Address _____ Phone: _____

Neighborhood Meeting
December 4, 2023
West Regional Library
5:30 pm

Please sign in:

Name Zachary Chimento Email zchimento@gmail.com
Address 833 S Universty Blvd Phone: (251) 422-4259

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
Address _____ Phone: _____

Name _____ Email _____
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6 From Lansdowne



Add a Caption

Friday • Nov 17, 2023 • 12:07 PM Adjust

IMG_3752

Apple iPhone 12 Pro Max HEIF

Wide Camera — 26 mm ƒ1.6

7 MP · 2683 × 2843 · 3.5 MB

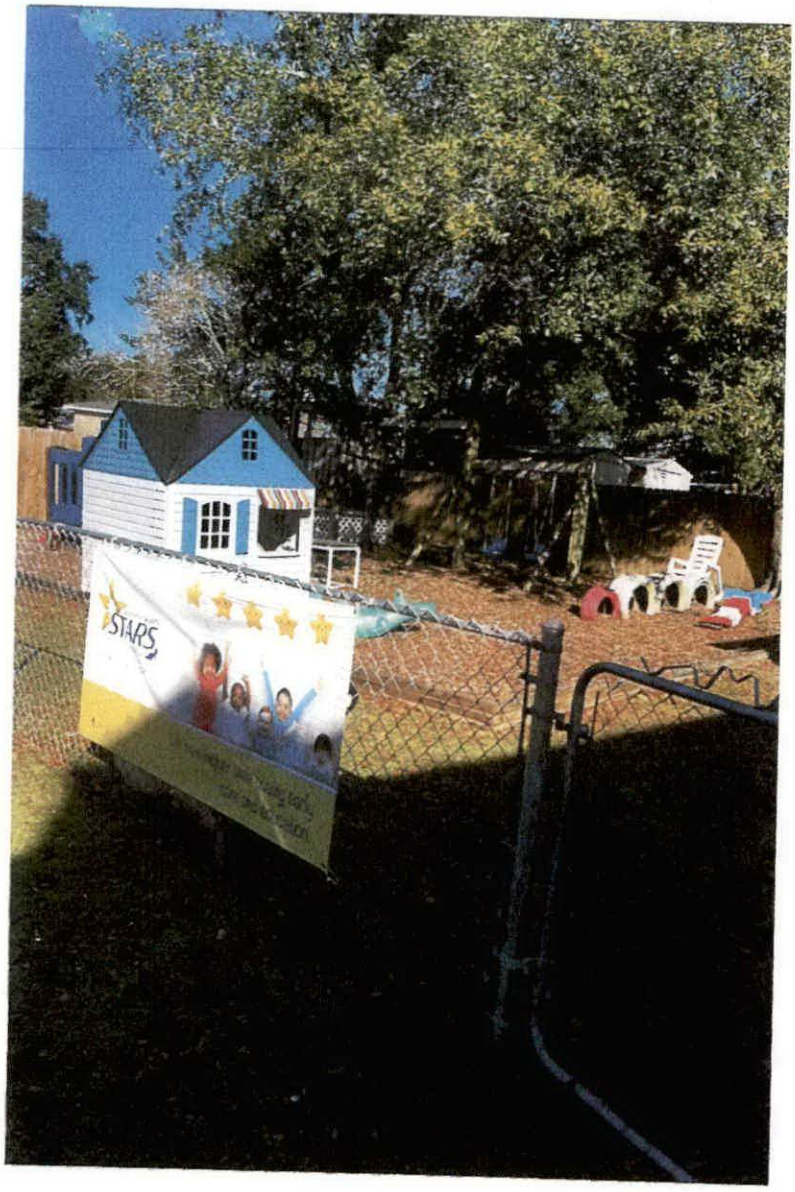
ISO32 25mm 0ev ƒ1.6 1/1164s







Playground has additional fencing besides the privacy fence



Minutes of Neighborhood Meeting for Conditional Use Permit

5032 Government Boulevard, Mobile, AL. 36693

December 4, 2023
5:30pm
West Regional Library
5555 Grelot Road Mobile, Alabama 36609

27 in attendance
6 in attendance from Lansdowne Subdivision

Deborah May introduced herself and stated she has a family childcare home at 5032 Government Boulevard in Lansdowne subdivision. She stated it has been open for 27 years at this address, and that she was seeking a Conditional Use Permit to allow a Family Childcare Group Home.
She stated she has a Licensed, Nationally Accredited, Quality Star 5 Family Childcare Home. She stated she provides a safe, stable, educational learning environment for young children.
(Speech attached)

Jennifer Richburg spoke in support of the Conditional Use Permit. She moved here from Louisiana and her husband had to stay out of work from May to September, the year they began at Debbie's Home Daycare due to unavailable childcare. Her child is currently attending Debbie's Home Daycare. She is pregnant with her second child and has no childcare available at time for the new baby. She is on several waiting lists.

Emily Still spoke in support of the Conditional Use Permit as a past child in Debbie's Home Daycare. She is now 25 years old. She remembers the things she did while in attendance and loves that Mrs. Debbie shows photo memories of her childhood on the daycare Facebook page. Her grandfather lived behind Debbie's Home Daycare.

Mary Wyatt said that she has a family childcare home and has children in her care in which parents must go to several childcare places because there are not any available for all to attend a single daycare. She supports the Conditional Use Permit.

Brian Morton spoke in support of the Conditional Use Permit. He spoke of the relationship with family and how his daughter had learned so much while attending . He felt his child and others are ready to transition to school above average when they leave. He never saw many cars when he came to pick up his child. He stated he remembered that when Mrs. Debbie saw some parents turn around in her neighbor's driveway, that she immediately addressed it and added it to policy contract that it was not allowed.

Jason Williamson spoke in support of Conditional Use Permit. He lived next door while growing up. He never had any problems, nor did his mother, Amber Williamson with the Family Daycare. His mother spoke last year at the Variance meeting in support of Debbie's Home Daycare increasing to ten children. Before he had a spot for his child, he went door to door to the neighbors on our street for support. He

needed childcare for his infant son. They want more children but fear no childcare. His wife had to stay out of work until he could find childcare.

Brian Morton asked if 10 children would be the end of additional children...there would not be like 20 or more. He also stated he does not like the wording of Group Home. He says it doesn't fit what is being asked.

Deborah May stated 10 would be the most she was seeking. She primarily keeps children birth to age four.

Michelle Raybon from Alabama Partnership for Children stated her support for the Conditional Use Permit. She has known Deborah since 2003 when she applied for TEACH Scholarship to gain a Degree in Early Childhood Education. She stated there is a large shortage in childcare and staff for childcare facilities throughout the city and State of Alabama, especially a shortage for infant and toddler care.

Michelle Raybon then read a letter from Tish MacInnis. She works in the Strengthening Families Program with Alabama Partnership for Children. Tish has worked with Debbie's Home Daycare since 2017 with family involvement and resources. She spoke of Debbie's Home Daycare being a Quality 5 Family Daycare Home. (letter attached to application).

Vanessa Brown stated she could see that Ms. Debbie has wonderful daycare due to the support she has at the meeting. Vanessa Brown lives in Lansdowne. She asked what would happen next after the meeting. Deborah May explained that she would be turning in the application to the planning department and then it would be heard at City Council. Another sign would be put up temporarily in her yard until the City Council meeting when a decision would be made.
Vanessa Brown had some concerns.

- traffic
- Additional businesses in neighborhood if granted the Conditional Use Permit

Vanessa Brown feels a center would be better. She feels Mrs. Debbie would be great for more than 10 children due to her qualifications.

Deborah May (Mrs. Debbie) explained why a center is not a solution. Centers do not make profit on infant and toddler care due to low adult/ child ratio. Qualified staff are hard to find. Wages for staff are not conducive to the amount of work required for quality childcare. The cost of childcare would have to be increased to have quality care and decent wages. To cost of childcare would be too high for families.

Jaila Chimento spoke in support of Conditional Use support. She had to pull her child out of the center due to a traumatic experience. She is at Debbie's Home Daycare currently. Her family wants another child but is afraid of no childcare available.

Ross Butler spoke in support of Conditional use. He stated his wife, Elizabeth, is currently helping at Debbie's Home Daycare. Elizabeth is Mrs. Debbie's daughter. He fears his wife will be out of a job. Elizabeth's grandmother has been helping offset the financial costs so that her mom could continue to give quality care while caring for both of her grandmothers. When her grandmother passes, Mrs. Debbie

will have to let Elizabeth go if a Conditional Use Permit is not granted. He stated he is a firefighter and has other firefighters needing childcare.

Deborah May stated that due to having a home daycare she was able reopened shortly after Covid because essential workers needed to go to work. She had fire fighter and hospital workers at the time. Centers remained closed due to Covid restrictions. Family Childcare is a huge plus for essential workers.

Elizabeth Butler stated that multiple families already enrolled want to have additional children, including herself, but fear no childcare will be available.

Michael Tartt stated he had a concern about zoning. He resides in Lansdowne subdivision. He stated that Mr. Morton answered his question about it staying a Residential zoning.

Mr. Tartt stated he does not like "group home" wording. It scares the neighborhood.

Deborah restated that last year she had to ask for a variance, but the process has changed, and the Conditional Use Permit would remain a Residential zoning. She also stated she would prefer the wording "Large Family Childcare".

Facenthia Hogue came in support of the Conditional Use Permit. Mrs. Hogue stated she has a Group Home Daycare in Mobile and had gone through the process with the city. She was hoping something could be done to change the wording of "Group Home".
She stated the reason she applied for a group home childcare was children needing care. She restated that the application is only asking for more children, that the Family Daycare Home has already been in business 27 years. She stated she was sure traffic was not an issue because she saw no problems with it in her Group Home Childcare, She has no more than two parents at any one time. Mrs. Debbie could have arrival and departure times discussed with parents. Due to parents being on a contract Mrs. Debbie could see that congestion of traffic would **not** happen.

Shelby Ulmer stated that in her neighborhood, it has Dodge Elementary School. She stated she supports the Conditional Use permit. She stated she lives on Burma Road, and she doesn't have traffic issues in her neighborhood. She feels there is a need for additional childcare.

Bessie Bass said she was not notified. She only knew about the meeting due to the big sign in the yard. Deborah May stated she mailed letters to homes in a 300 feet buffer zone, that zoning required. The sign in her yard was notification to all others.

Mrs. Bass asked why Deborah did not participate in Lansdowne Homeowner's Association. Deborah May explained she was caring for her two elderly mothers the last three years and during this time her husband had three surgeries on his shoulders.

Elizabeth Butler asked how Lansdowne advertised things going on in the neighborhood.
Deborah May stated the forms that Lansdowne sends out about dues for the neighborhood did not have a phone or email address to contact.

Mr. Pettaway stated Lansdowne has a neighborhood watch. He stated people parking large trucks on the street, etc..... Mechanics working on cars etc.... He does not want businesses in the neighborhood. Mr. Pettaway asks who had a daycare in their neighborhood?

Elizabeth Butler stated there is a childcare center in her neighborhood as well as a gas station and a church. That's what makes it a neighborhood, A community.

Mr. Pettaway also remarked not seen Deborah May at the Lansdowne Homeowners meetings, Deborah May restated why she did not participate. Her elderly mother-in law is on hospice and her husband has had three surgeries. She will have more time after her mother-in- law passes to participate.

Deborah May stated the economy suffers when parents can't work. Parents of young children need available childcare. She stated birth to age five is the most important years in brain development. Family Childcare and Family Childcare Group Homes are intended to be in a residence home.

Deborah May asked if there were any other comments or questions.

Meeting adjourned.

Pg. 1

Speech for Neighborhood Meeting on December 4, 21

Good evening,

My name is Deborah May. I live at 5032 Government Boulevard, in Lansdowne subdivision here in Mobile. I have a Licensed, Nationally Accredited, Alabama Quality, 5 Star family childcare home. My hours for childcare are from 7am to 5pm. My childcare Home has been open in Lansdowne for 27 years, but I worked in childcare for a total of 37 years. I am an advocate for families to have affordable, quality childcare. I've requested this meeting so that you can better understand what I am asking, and why.

There's been a steady decline in childcare over the past several years. Childcare Centers and homes are finding it hard to stay open since the covid pandemic. Expenses have increased due to inflation, and staff is hard to find. Stability grants were given last year so that childcare centers and homes could remain open. I know at one time Mobile had 150 homes daycare and now there are only about 50.

So.....

There is long waiting lists for infants and toddlers at just about all the childcare centers and homes.

Parents need to work. They need the income to support their families. They can't..... if they can't find childcare. **I feel I can help some of these families with the support of our community.**

Last year I applied for a Variance to allow my property to be used as a family childcare **group** home. This is a family daycare that has two adults and ten children versus a family childcare home that has one adult and five children. My application was denied because I could not prove a hardship to my property. The reason for this. is I was **not asking to change my property**. I was asking to increase the number of children. My home is already large enough to care for a larger number of children per the Department of Human Resources licensing performance standards.

The Board of Adjustments told me at the time it was denied, to re-apply when the new process was put in place. They would no longer be requiring a Variance but instead be requiring a Conditional Use permit.

The difference between a **conditional use permit** is that it generally relates to the **USE** of the property whereas a **variance** relates to the actual **PHYSICAL** property. I understand the name GROUP HOME is confusing to some. The Department of Human Resources uses this language for licensing family childcare group homes. I prefer the name Large Family Childcare Home.

At the meeting last year, three people spoke opposing the request for the variance. Each were asked if they knew I had a Family childcare home. Each person stated no. **Not until the city put up the huge sign in my yard.** They were then asked if they knew of any complaints against my Family Daycare Home. Each stated no. I am hoping that the opposition was due to lack of information and communication.

I think some people may have a concern about **advertising signs** in my yard.

Advertising signs for family childcare homes are not allowed in the City Limits. The only signs that have been out are the ones required by the city for the application process.

There were some concerns about the zoning of the property. Which I totally understand.

A CONDITONAL USE PERMIT does not change the zoning of the property. It remains a R-1, Residential zoning.

They were also some concerns about Children running around in the neighborhood.

I am required to supervise the children at all times , that is one of the licensing requirements. We do go outside each day, but this is in my backyard which has a privacy fence. I try very hard to be considerate of my neighbors. The families on my street do not oppose having additional children. They even wrote letters last year stating they approved of my application for the variance request.

I take **great pride** in my home. I want my home to look its best as we are located on the service road, and everyone sees our house. The value of my property has only increased because we have updated and remodeled.

Another concern is the increase in traffic.

The request to increase the number of children does not mean there is a large increase in traffic. Parents arrive and depart at different times of the day. Also, I currently have a family enrolled that is expecting their second child. I have no space available for the new baby. That means the baby will be on a waiting list just to get in **anywhere**. The parents will have to go to different childcare places. if they can even find a spot. This is such an unnecessary stress for the family. It's rare for a Family childcare to have multiple openings at one time.

People choose Family childcare because it provides small class size, individual attention to specific needs and a stable long-term relationship between the childcare provider, the child, and their family.

My daughter has been helping me with my Home Daycare for the past couple years while I cared for my elderly moms. They came to live with us during covid as our fathers passed during this time. My mother passed about 18 months ago, and my mother-in-law is now on hospice. I would like to have

my daughter continue to help me. She has emerged into a wonderful teacher with a strong attachment to the children. She is always looking for ways to improve their learning and development. She even enrolled at the University of West Alabama majoring in Early Childhood Education.

I want to close by saying that I believe the increase in children for my Family Childcare Home will not impact the neighborhood in a negative way..... but to those families that have the additional childcare spots.... It will make a huge impact for their family. In today's economy, to maintain a household with children it takes two working parents. When those parents have quality, affordable childcare, they are more productive at work.

My purpose in life has always been Early Childhood Education. I want to provide a safe, secure environment for small children to learn. I have the experience, the space, and knowledge to provide for the additional children.

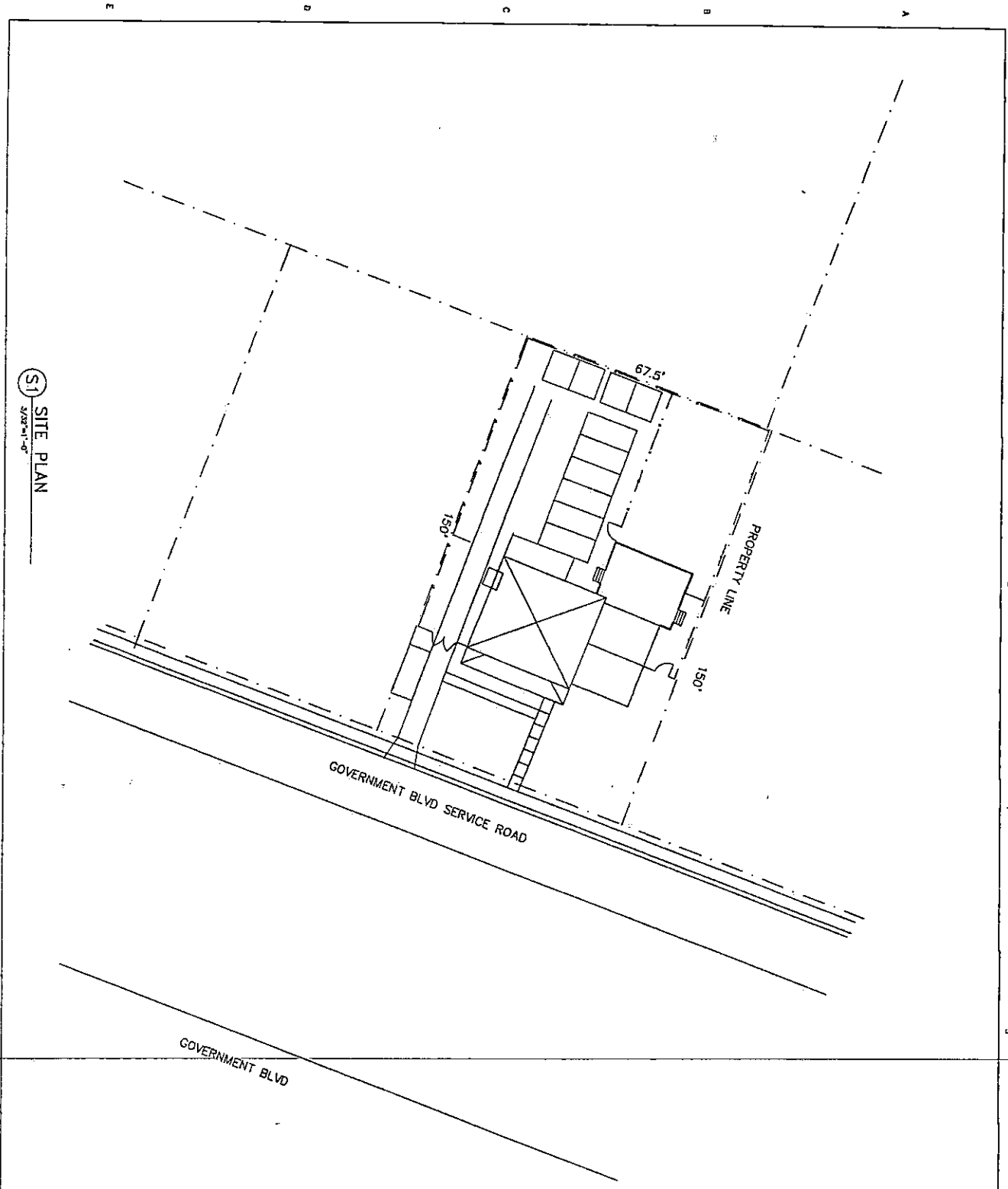
I ask for your support for the application for a conditional use permit so that I can help families with small children.

If you would like to give support please write or email a short letter of support to the zoning department / city council and myself at dmay1891@gmail.com .

If there is anyone who would like to speak in support, or that has questions or concerns, the floor is open. Please state your name for meeting minutes and application purposes.

Thank you,

Deborah A. May



DAYCARE CODE ANALYSIS AND COMPLIANCE REVIEW

MRS. DEBORAH MAY
5032 GOVERNMENT BLVD.
MOBILE, AL 36693

MOBILE, ALABAMA

REVISIONS

NO.	DATE	REMARKS

SHEET TITLE: SITE PLAN

JOB NO. 2022-0011

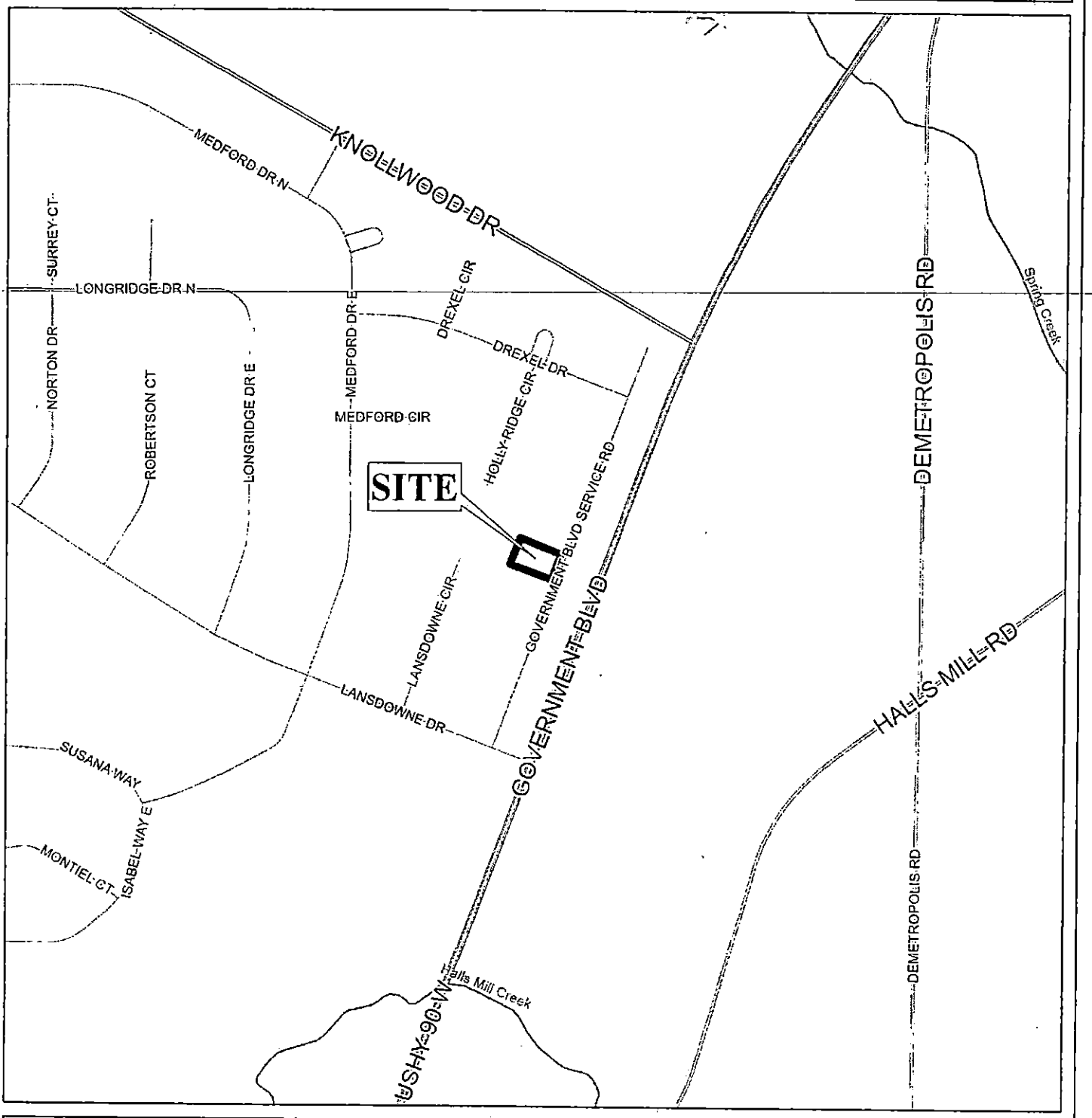
DATE: 05/20/2022

DRAWN BY: J. RODRIGUES

CHECKED BY:

SHEET: AS100

LOCATOR MAP



APPLICATION NUMBER ~~6464~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

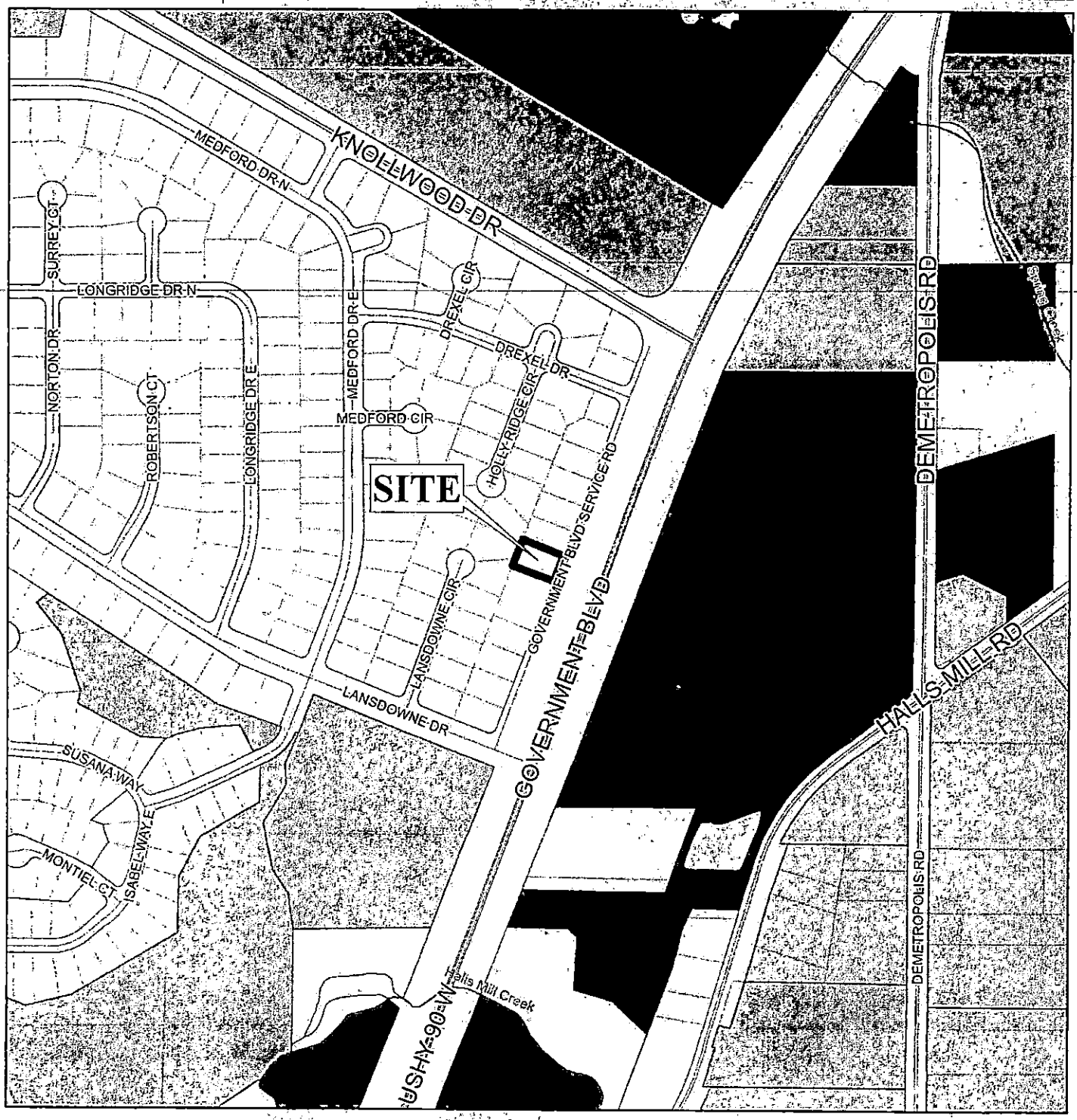
REQUEST ~~Use Variance~~

Conditional Use Permit

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER ~~6464~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

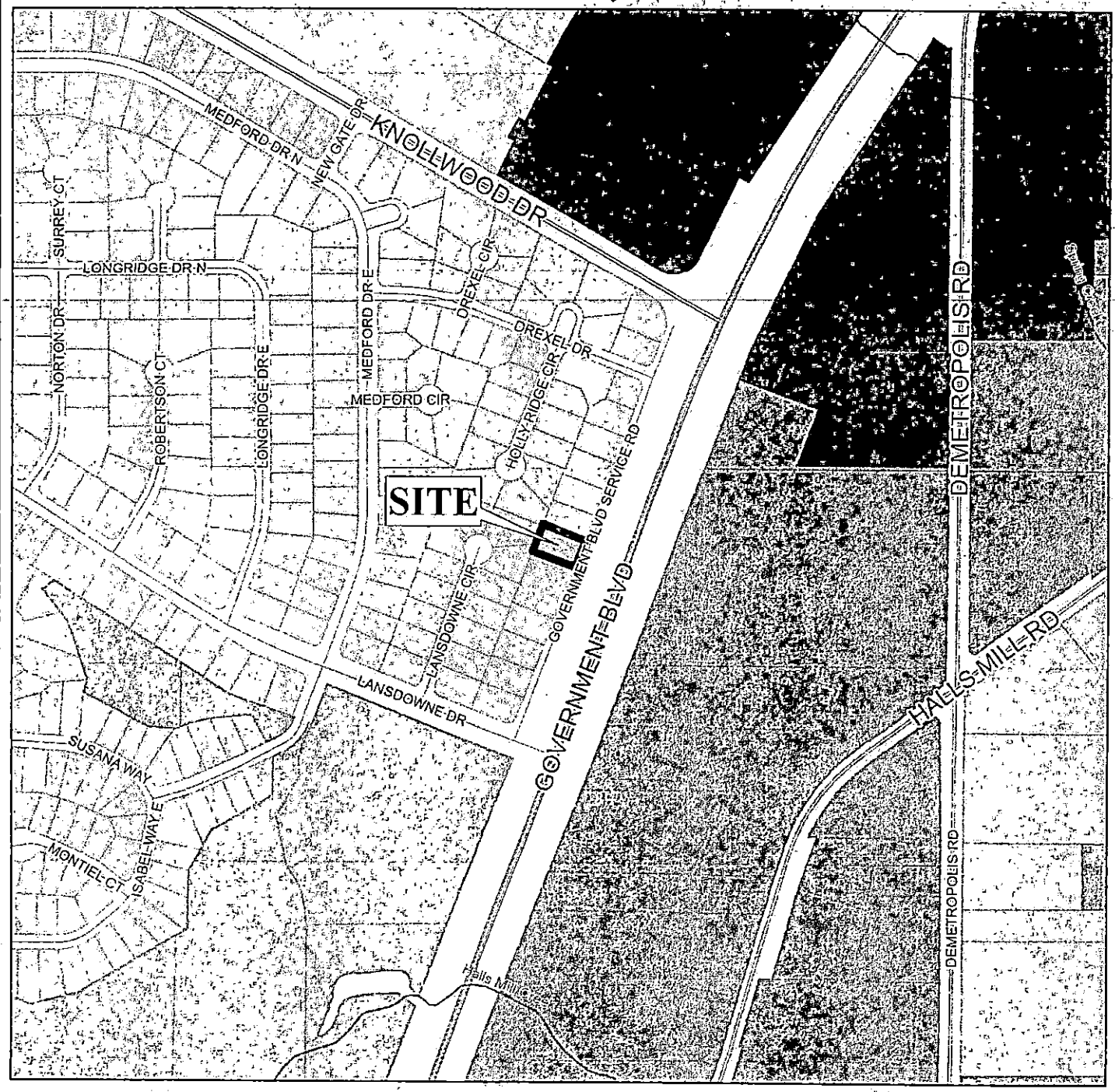
REQUEST Use Variance

CONDITIONAL USE PERMIT

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER ~~6361~~ DATE July ~~11~~, 2022

APPLICANT Deborah May

REQUEST Use Variance Conditional Use Permit

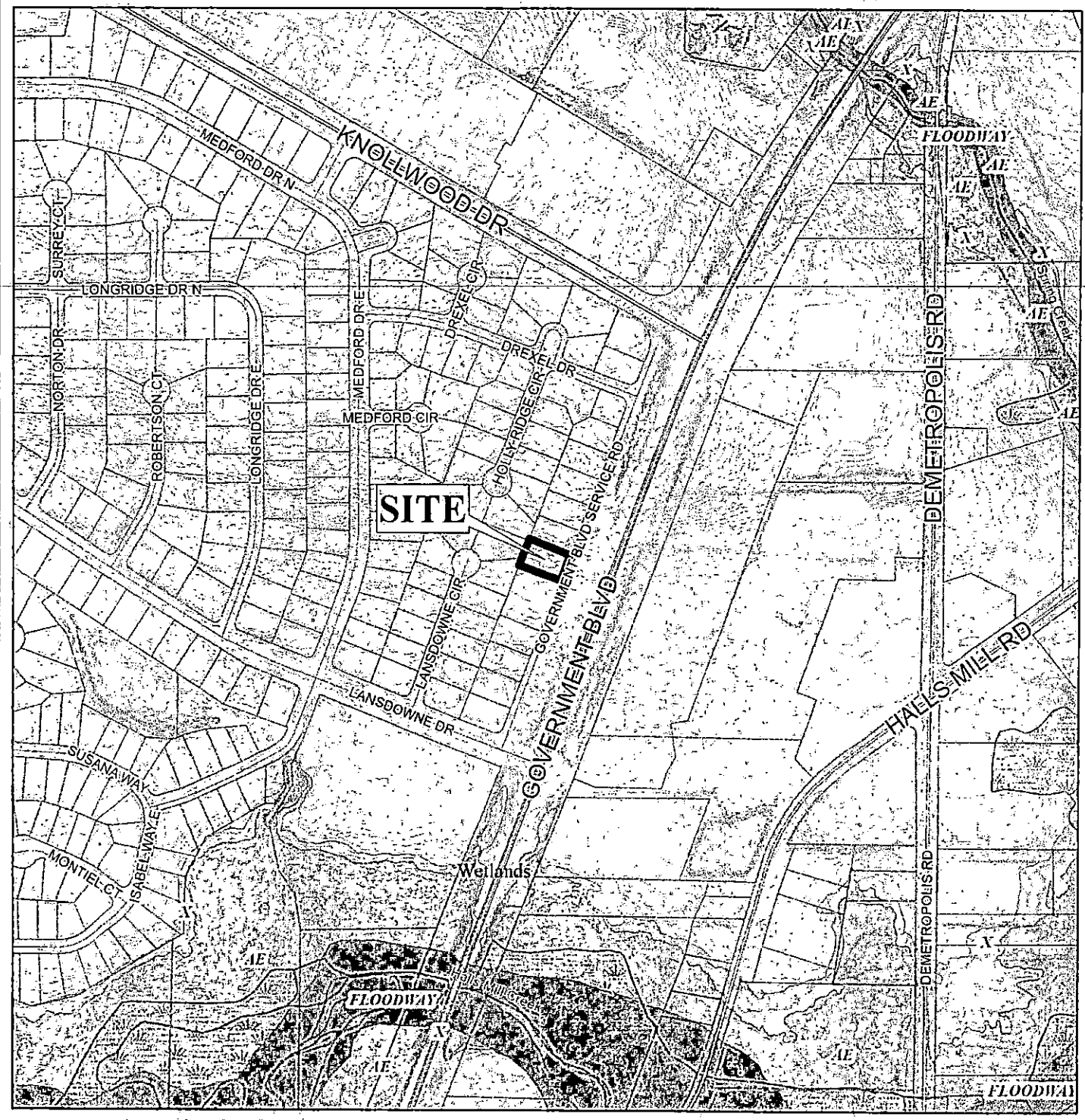
N

NTS

Layer2

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

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER ~~5164~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

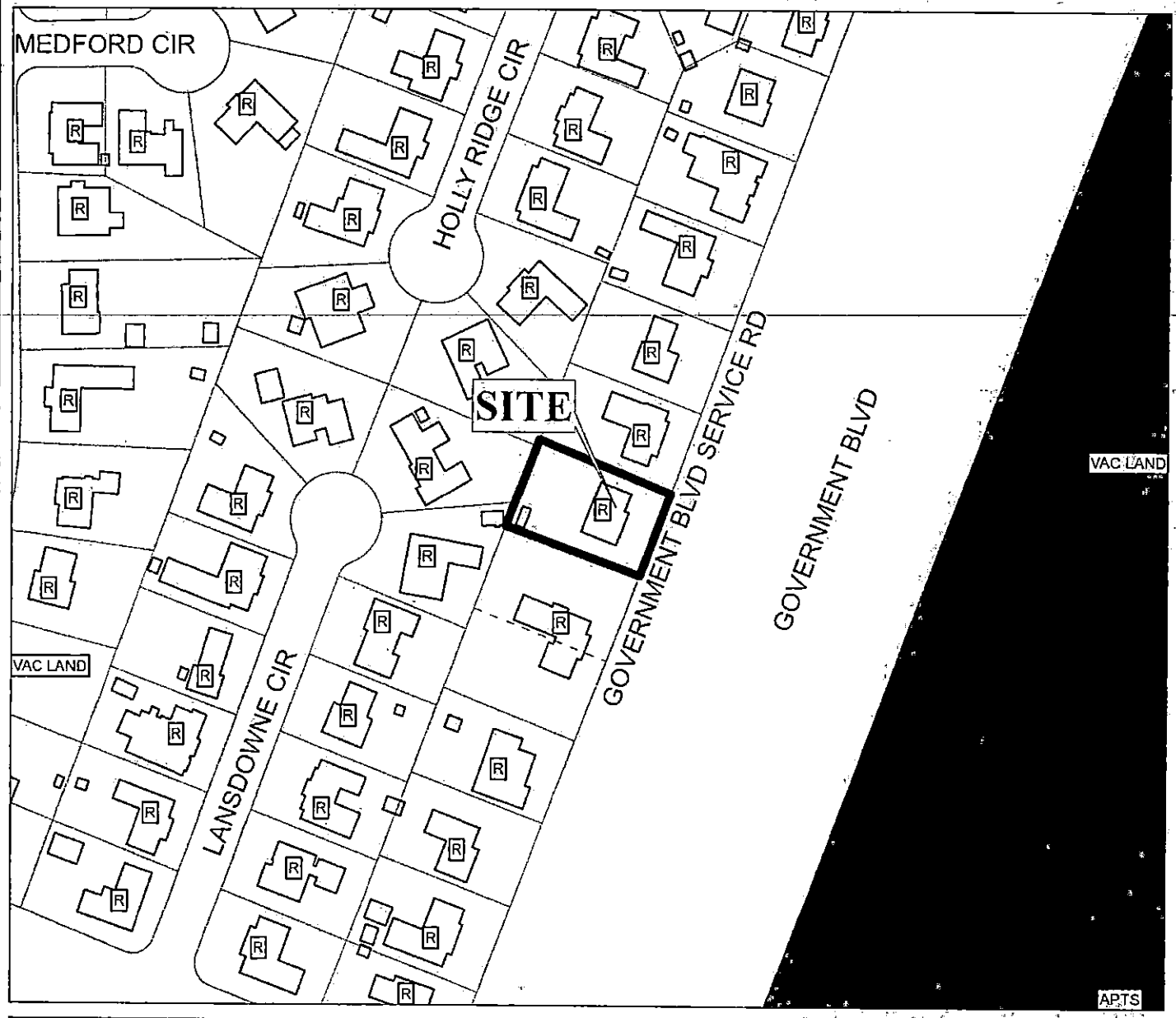
REQUEST ~~Use Variance~~

Conditional Use Permit

N

NTS

BOARD OF ADJUSTMENT
VICINITY MAP - EXISTING ZONING



This site is surrounded by residential units, and commercial units to the east.

APPLICATION NUMBER ~~6154~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

REQUEST ~~Use Variance~~

R-A R-3 T-B B-2 B-5 MUN SD-WH T5.1
R-1 R-B B-1 B-3 I-1 OPEN T3 T5.2
R-2 H-B LB-2 B-4 I-2 SD T4 T6

N

NTS

BOARD OF ADJUSTMENT
VICINITY MAP - EXISTING AERIAL



This site is surrounded by residential units, and commercial units to the east.

APPLICATION NUMBER ~~Z-164~~ DATE ~~July 11, 2012~~

APPLICANT Deborah May

REQUEST ~~Use Variance~~

CONDITIONAL USE PERMIT

N

NTS

SITE PLAN

MRS DEBORAH MAY

SITE PLAN



5032 GOVERNMENT BLVD

MOBILE, AL 36693

This site plan illustrates the site and surrounding areas.

APPLICATION NUMBER ~~10164~~ DATE ~~July 11, 2022~~

APPLICANT Deborah May

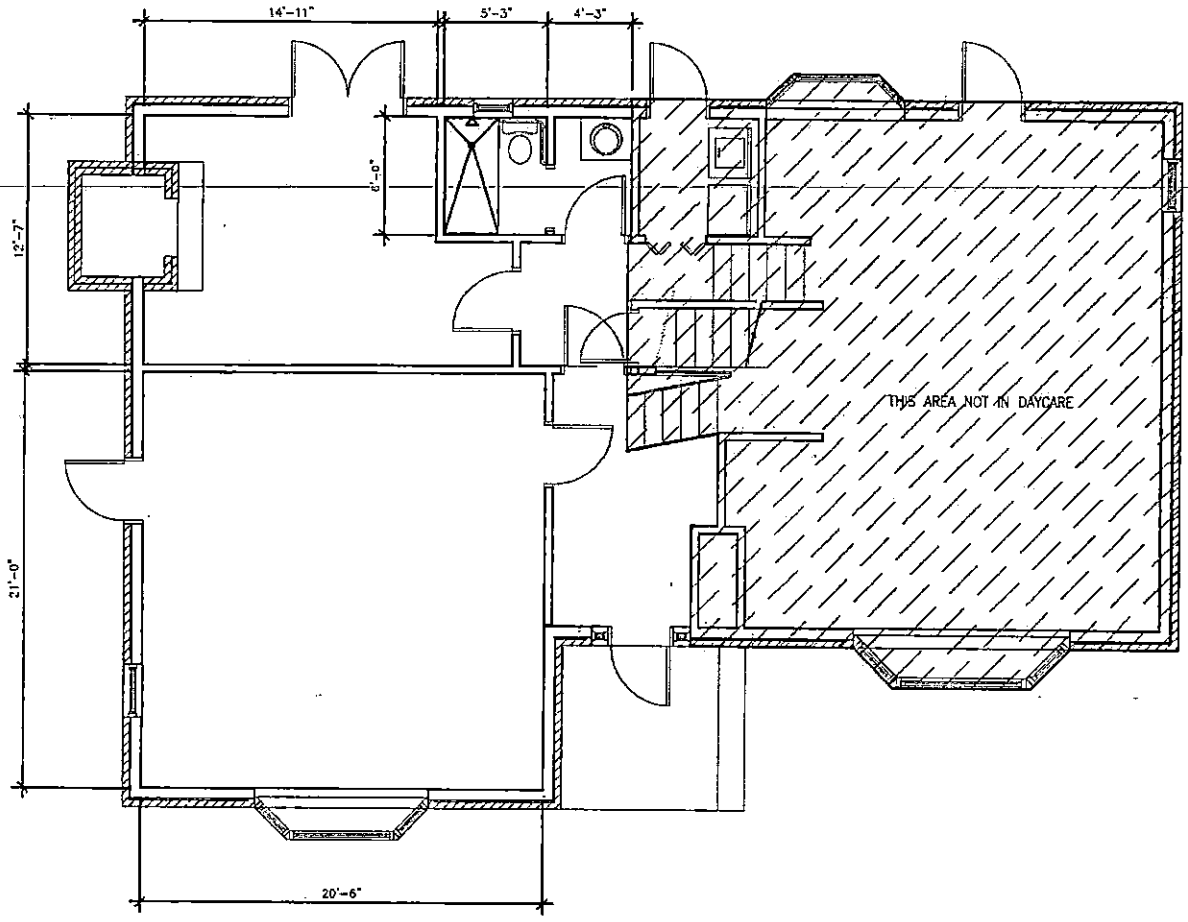
REQUEST ~~Use Variance~~

Conditional USE Permit

N

NTS

DETAIL SITE PLAN



E1 1ST FLOOR PLAN
1/4"=1'-0"

APPLICATION NUMBER ~~6464~~ DATE ~~July 11, 2012~~

APPLICANT Deborah May

REQUEST ~~Use Variance~~
Conditional Use Permit

N

NTS

Alabama
PARTNERSHIP
FOR CHILDREN

Dear Mobile Planning Committee and neighborhood residents residing close to Debbie's Home Day Care:

I write this letter in support of the request to expand the capacity of childcare placements for Debbie's Home Daycare, located at 5032 Government Blvd, Mobile, AL 36696.

Professionally I have worked closely with Mrs. May since 2017. She embraces the work of Strengthening Families. This statewide initiative provides an atmosphere where families develop skills in parenting and advocacy on behalf of their child(ren) and families.

It is important in my work through partnership with many state agencies such as DHR, Early Childhood, Abuse and Neglect Prevention and Mental Health to provide resources to centers such as Debbie's Home Day Care. It is a known fact that early childhood education and childcare has the capacity to help children, their families — and subsequently our overall society — to thrive.

As such, I am writing today to urge you to allow the expansion of Debbie's Home Daycare.

Mobile is not any different from other Alabama cities. There is a HUGE need for more childcare and specifically infants and toddlers. Working mothers have been forced to leave the labor force to care for their children. I know of a new mom that is on several waiting lists for her infant so she can return to work in January. It will be devastating to her family if she cannot find a placement for her child and cannot work.

Scientific evidence clearly shows that child care based on early learning instills protective factors for children over their lifetime, setting the stage for resilient outcomes in times of adversity and providing children with the skills they need to succeed throughout their life Access to affordable, high quality child care contributes to the social, emotional and cognitive growth of children in the pre-school years, which are the most sensitive periods for brain development — cognitively, socially and emotionally.

My last words to you will be that Debbie's Home Day Care ranks according to DHR as a 5 Star center. That is the highest level that DHR rates a program. The expansion will provide **more opportunities for more families** to receive the best care available. This is important to the parents with children at her center. It is **valuable to your Neighborhood.** It is **Notable to Mobile** to have childcare centers with this type of recognition. **Alabama is extremely fortunate** to have exemplary childcare homes such as Debbie's Home Daycare.

PLEASE allow the expansion request!

Yours sincerely,

Tish MacInnis

Tish MacInnis,
Alabama Strengthening Families Coordinator
334-312-4864 (cell)

Urban Home Development

Land Use Administration

I am a homeowner at 5008 Government Blvd. and have no objection to having Debbie's Home Daycare holding more kids. She is an asset to the community by providing childcare with the demand as high as it is and truly little openings. We have never had an issue with them in the time we have been here. I cannot see any reason she should not be able to provide care for additional kids. Please consider this during these challenging times as many parents are unable to find care.

Best Regards,

Carolyn Bolden

Urban Development Dept.
Land Use Admin.

I am a home owner on the street where Debbie's Home Daycare is located in Lansdown subdivision. In all the years that she has been running her home daycare, we have not had any issues with traffic or noise from her or the children she keeps. I can see no reason why she should not be allowed to add additional children at her home. If you wish to question me further please contact me on my home phone at 251-661-1079.

Joseph & Julie Harris
5016 Government Blvd,
Mobile, AL 36693

Date: 1/11/22

To: Urban Development Dept (Land Use Admin)

From: Appollonia Nix, 5020 Government Blvd, Mobile, Al 36693

RE: Debbie's Home Daycare

To Whom It May Concern:

On behalf of Debbie's Home Daycare, it is my pleasure to inform you that I have no concerns as it relates to the daycare being in the neighborhood. I have lived in the neighborhood for 5 years. There have been no concerns related to traffic in the community. Ms. Debbie is very nice and is willing to go above and beyond to protect her daycare and community. Expanding the daycare business will be a great opportunity for the community, I do not foresee any concerns. If any concerns were to arise, I have faith that as a community we can accommodate as needed, as we always do. I look forward to the beginning of the expansion of the daycare, as I hope for her to have open availability for me in the future.

Sincerely,

Appollonia Nix, 251-209-1651

To: Urban Development Department

Land Use Administration Administration

To whom it may concern,

I have been living on Government Blvd for the entirety of Debbies daycare and haev yet to have an issue with her or the familes that attend there. Shes providing a vital service to the community that should be expanded everywhere to meet the demanding need. I highly encourage you to allow her to provide additional care.

Best regards,

Gus Emanuel

5024 Governent Blvd

Urban Development Department
Land Use Administration Administration

To Whom it May Concern,

I hope you will consider allowing Debbie to expand her daycare services to the area. I believe that the shortage of childcare is quite alarming. It provides a great service to the communtiy. I was not aware she was even running a daycare for quite some time to explain how great she runs it. Traffic has never been an issue either. Thank you for your time.

Best regards,

Thi Lemy

5056 Government Blvd

From: Thuy Nguyen

To: Urban Development Dept Land Use Admin

Hello, I live at 5052 and was not even aware of her running a daycare. It doesn't affect the neighborhood at all. I would support her to have more kids. I couldn't see it being an issue. They have always seem like nice people. I know many people are having trouble finding care so this would help some out.

Thanks,

Thuy Nguyen

To: Urban Development Department

Land Use Administration Administration

Dear sir or madam,

I have been living at 5044 Government Blvd for a short time but in the time i have been here i have seen no issue with the daycare. I know there is a shortage on childcare in the area and think it would provide a great service to families in the area. Please consider allowing Debbie to expand her daycare for the community. Thank you for the consideration.

Best regards,

Dion Paige

To: Urban Development Dept Land Use Admin

From: Amber Williamson

I have been Debbie's neighbor for the entirety of her daycare, and I have not had one complaint from them. She keeps her property looking very well kept. She has always been a great neighbor keeping everyone considered. I can see no reason she should not have more kids. She is a wonderful person, and our kids grew up together and they always loved playing at her house. Please consider letting her hold more kids to support the community. If you have any questions or concerns, please contact me at 251-610-5756. I gladly stand behind Debbie for any support she needs.

Sincerely,

Amber Williamson

Alabama Baptist
CHILDREN'S HOMES
& Family Ministries | Mobile

protect ◦ nurture ◦ restore

April 22, 2022

To Whom it May Concern:

Alabama Baptist Children's Home recognizes a top need for our families is childcare. As of April 12th, only two daycares in all Mobile County had current availability for children under age 2. Today, there would only be one more daycare added to that number that would have an immediate opening.

In our foster care ministry, majority of our parents work full time jobs. Therefore, daycare is necessary in them accepting a young child in foster care. If they cannot find availability, they have to say no to accepting the child. In our family care ministry, we serve single moms with short term housing and skills for independent living. Our moms cannot gain necessary employment without daycare spots and flexibility for their children.

I support a provider category change for Debbie's Home Daycare, so she can provide 5 more additional spots for child care. This not only will benefit the economy and general Mobile community, but could be an option for our ABCH families as well.

Sincerely,

Brooke Sanders, LMSW

Brooke Sanders, LMSW

Foster Care Social Worker

251-639-1022

To: Mobile Planning Commission

I recently received a job offer with the Mobile Chamber of Commerce so my husband and I are moving to Mobile from Indianapolis in the middle of May and have been searching for licensed quality childcare for our 8 month old son. He has been at an in-home daycare in Indianapolis since he was 10 weeks old and we strongly prefer to find another in-home daycare for him. We have called every in-home daycare in Mobile that we can find on the internet and all have told us that they do not have any open spots. We've also resorted to calling multiple traditional daycare centers out of desperation and they have all also told us that they do not have any available spots and have very long waiting lists. I was luckily given Debra's contact information after I called an EHS in-home daycare. If Debra is able to take on more children at her home, it will be a huge blessing for my family and will greatly benefit us. Because we cannot currently find any quality licensed childcare, my husband has to hold off on finding a job once we move to Mobile because he will have to watch our son until we are able to find someone with an available spot. We are hoping that Debra will be approved to watch more children by the beginning of June so that my husband can begin working as soon as possible.

Sincerely,

Jennifer Richburg

Jennifer Richburg
(251) 327-0199
jennifer.h.richburg@outlook.com

2020 Child Care and Early Education in Alabama

FIRST FIVE YEARS FUND

In Alabama, federal and state early learning opportunities serve more than 65,898 children and families,[1] or 19% of children birth through age 5.[2]

High-quality early care and education (ECE) is proven to dramatically improve a child's opportunities for a better future while offering parents greater job stability and overall economic security.

The Economic Impact

Access to affordable, high-quality child care can increase parental labor force participation and family economic stability. However, widespread problems finding and paying for child care adversely affect both state and national economies. As a direct result of child care issues, the national economy loses $122 billion annually in the form of lost earnings, productivity, and revenue.[7] In Alabama: The estimated annual economic impact of the infant-toddler child care crisis: $1.3B.[8]

Families Lack Access to High-Quality ECE Options in Alabama

The high cost and limited supply of quality ECE have created serious challenges for many families.

Unmet Need

353,923 Children Birth Through Age Five[3]

25% of Children Birth Through Age Five Living in Poverty[4]

61% of Children Birth Through Age Five With All Available Parents in the Workforce[5]

19% of Children Birth Through Age Five Served By Federal- and State-Funded Early Learning Opportunities[6]

Note: 1,2,6: These figures include beneficiaries of Head Start, Early Head Start, CCDF, MIECHV, state-funded Pre-K, and IDEA Parts B, Sec. 619 and C. In some cases, children and families are served by more than one program.

There are several early learning programs that provide working families with access to high-quality, affordable ECE opportunities, but currently the demand for care far outweighs the supply, and funding constraints leave many eligible children unserved. Each of these programs has its own eligibility requirements, purpose, and service delivery model. Together they form a mixed-delivery system that supports parental choice and aims to meet children's individual needs.

Child Care & Development Block Grant (CCDBG)

21,708
Children Birth Through Age Five Served[9]

18% Eligible Children Birth Through Age Five Served[10]

Learn more about CCDBG in Alabama here.

Early Head Start

1,859
Children Enrolled[11]

7% Eligible Children Served[12]

Head Start

8,972
Children Enrolled[13]

20% Eligible Children Served[14]

Maternal, Infant, and Early Childhood Home Visiting (MIECHV)

1,851
Families Served[15]

Learn more about MIECHV in Alabama here.

State Pre-K

[illegible]
Children Enrolled[16]

[illegible] of three- and four-year-old children attend public ECE[17]

IDEA Part C

3,992
Children Served[18]

IDEA Part B, Sec. 619

4,246
Children Served[19]

Child and Dependent Care Tax Credit (CDCTC)

Through the tax code, the CDCTC helps parents with the cost of work-related child care expenses.

Learn more about CDCTC here.

Early Care and Education (ECE) in Alabama Snapshot

Accessibility

Many families struggle to find the care they need.

- **60%** of Alabama residents live in a "child care desert."[20]
- **Hispanic/Latino families** are disproportionately represented among those who live in a "child care desert."[21]
- **2%** of children under age 3 receive early intervention services.[22]

Affordability

The cost of ECE is too expensive for many families.

- The annual price of center-based infant care is **$7,800**, and home-based infant care is **$7,280.**[23]
- Families receiving a CCDBG subsidy pay between **$144** and **$184** per month for one child in care.[24]
- A two-parent household spends **8%** of their income on child care, while HHS defines spending over 7% to be a burden.[25]

ECE Workforce

Early childhood educators have some of the lowest paying jobs in the United States, earning poverty-level wages.[26]

- **$22,770** child care worker annual salary ($10.95 per hour).[27]

Program Quality

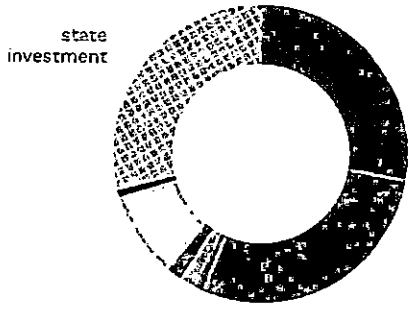
Program quality varies substantially across and within states.

- Met 7/10 of NIEER's Quality Standards Benchmarks for state-funded pre-K programs. Only 5 states met all 10 benchmarks in 2022.[28]
- 33% of children received developmental screenings at 9, 18, and 30 months in the past year.[28]

For full sourcing information, visit here.

Federal and State ECE Funding in Alabama

Federal funding is foundational to providing ECE.



- $156.8M — Head Start and Early Head Start[39]
- $159.1M — CCDBG and Mandatory Funds[31]
- $6.7M — MIECHV[32]
- $9.8M — IDEA Part C[33]
- $8.8M — IDEA Part B, Sec. 619[34]
- $50.4M — TANF Early Learning and Care Expenditures
- $4M — PDG B-5[35]
- $21.1M — State-Funded Pre-K
- $9.4M — CCDBG State Match[36]
- $1.2M — PDG B-5 State Match[39]

Alabama received an additional $986M through COVID-19 relief.[40]

Spotlight: ECE Successes in Alabama

COVID-19 Relief:
Throughout the pandemic, there was strong bipartisan support for federal relief funding to keep the child care sector afloat.

- As a result, **1,565** child care programs in Alabama received support, impacting up to **91,200** children.[41]
- These funds also allowed states to demonstrate what would be possible when equipped with additional resources. Funds have been used to support and stabilize the workforce through quarterly bonus payments. As of July 2022, the Alabama Department of Human Resources increased quarterly payments to $3,000 for full-time early childhood workers and $1,500 for part-time employees. Employees could receive up to 8 bonus payments.*

Preschool Development Grant Birth Through Five (PDG B-5):
PDG B-5 is a competitive federal grant designed to improve states' early childhood systems. In their 2023 planning grant application, among other uses, Alabama noted that they would use funding to:

- **Improve coordination among existing programs,** including by providing opportunities for joint professional learning for teachers across elementary schools, Head Start, state-funded pre-K, and child care.
- **Maximize parent knowledge by supporting Talk With Me Baby/Read Right From the Start programs across settings,** and providing free developmental screenings for children.**

*CSCCE | **BUILD

	2000		2021	
Total County Population		399,843		413,073
County Child Population	121,942	30.50%	106,345	25.70%
By Ages	Number	Percent	Number	Percent
Under Age 5	29,334	24.10%	26,272	24.70%
Ages 5-9	31,175	25.60%	26,475	24.90%
Ages 10-14	30,929	25.40%	27,466	25.80%
Ages 15-19	30,504	25.00%	26,132	24.60%

Diversity of Children	2000 Number	2000 Percent	2021 Number	2021 Percent
White	66,065	54.20%	51,441	48.40%
African-American	49,616	40.70%	43,668	41.10%
American Indian/ Alaskan Native	942	0.80%	795	0.70%
Asian/Pacific Islander	1,893	1.60%	2,278	2.10%
More than One Race	1,548	1.30%	3,657	3.40%
Hispanic	1,700	1.40%	4,506	4.20%

ALABAMA Kids Count

RANK 43 Mobile

Pre-K Children	2000 Number	2021 Number
Age 3	5,835	5,380
Age 4	5,802	5,170

HEALTH

NOTE: The colored cells for "ALL OTHER" represent the heading of "BLACK AND ALL OTHER" for this indicator

		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Infant Mortality Rate, (per 1,000)	Base	2010	43	7.5	14	4.6	29	12.2	0	0	0	0				
	Current	2020	43	8.1	19	7.5	24	10	0	0	0	0	2018-2020	41	2010-2020	-
Pre-Term Births to All Females	Base	2010	902	15.80%	408	13.50%	453	19.10%	23	16.20%	18	10.80%				
	Current	2020	830	15.70%	330	13.00%	452	18.80%	24	15.70%	24	11.60%				
Low-Weight Births, All Races	Base	2010	693	12.20%	279	9.20%	393	16.60%	13	9.20%	8	4.80%				
	Current	2020	670	12.60%	242	9.60%	394	16.40%	19	12.40%	15	7.20%	2018-2020	49	2010-2020	-
Births to Teens Aged 15-17 (per 1,000)	Base	2010	279	30.6	102	21.4	166	41.3	5	16.5	6	44.8				
	Current	2020	106	13.1	30	7.1	68	20.6	0	0	8	29.5	2018-2020	47	2010-2020	I
Births to Females Aged 10-19 (per 1,000)	Base	2010	829	26.5	350	23.7	450	36.5	12	8.9	17	24.5				
	Current	2020	372	14.4	118	9.2	228	21.7	7	4.5	19	19.2	2018-2020	31	2010-2020	I
Births to Unmarried Females Aged 10-19 (per 1,000)	Base	2010	732	12.80%	269	8.90%	439	18.50%	10	7.00%	14	8.40%				
	Current	2020	352	6.60%	102	4.00%	227	9.40%	7	4.60%	16	7.70%	2018-2020	31	2010-2020	I
Females Receiving Adequate/ Adequate Plus Prenatal Care	Base	2010	4,224	74.20%	2,290	76.00%	1,727	73.00%	102	71.80%	105	62.90%				
	Current	2020	3,848	73.90%	1,941	77.50%	1,674	71.40%	117	77.00%	116	56.90%	2018-2020	28	2010-2020	-
Mothers Who Breastfed	Base															
	Current	2020	3,768	71.10%	2,030	80.10%	1456	60.60%	121	79.10%	161	77.80%				
Mothers Who Smoked During Pregnancy	Base															
	Current	2020	314	4.80%	201	6.10%			113	3.40%						
Post-Related Deaths (per 100,000)	Base	2010	1,500	362.9	972	398	510	357.3	14	85.8	4	39.9				
	Current	2020	1,799	435.9	1073	462	683	457.7	31	164.4	12	97	2020	35		

Children Without Health Insurance	2016-2020
Number	3,516
Rate	3.40%

Adult Diabetes, 2018	
Rate	11.90%
Trend	49

Adult Obesity, 2019	
Rate	36.40%
Trend	27

Poor Mental Health Days, 2019	
Number	5.6
Trend	13

Ratio of Population to Mental Health Providers, 2021	Rate
	936:1

Children With Serious Emotional Disturbance Receiving MH Services, 2021	Number
	4,485

NOTE: The colored cells for "TWO OR MORE RACES" represent the heading of "ALL OTHER" for this indicator.

		YEAR	NUMBER	RATE	POVERTY	ABOVE POVERTY	WHITE*	BLACK*	HISPANIC*	ASIAN*	AMERICAN INDIAN*	NATIVE HAWAIIAN*	TWO/MORE RACES*	RANKING YEAR	RANKING
Births to Females with Less Than 12 Years of Education	Base	2010	1,329	23.30%			19.40%	26.90%	45.50%				19.70%		
	Current	2020	725	13.70%			11.40%	13.90%	44.70%				7.80%	2020	34
Aged 0-3 Receiving Early Intervention Services	Base	2011	578												
	Current	2021	570												
First Grade Retention	Base	2016-2017		0.30%											
	Current	2020-2021		5.90%	8.40%	2.40%	4.80%	6.60%	4.70%	3.50%	4.70%	0.00%	7.80%	2020-2021	35
ACAP-Fourth Grade English Language Arts (ELA)	Base														
	Current	2021-2022		49.80%	38.50%	63.70%	63.60%	37.80%	42.90%	65.60%	49.00%	0.00%	58.90%	2021-2022	36
ACAP-Fourth Grade Math	Base														
	Current	2021-2022		27.70%	16.60%	41.40%	42.40%	14.10%	25.90%	60.40%	31.40%	0.00%	28.60%	2021-2022	36
ACAP-Eighth Grade English Language Arts (ELA)	Base														
	Current	2021-2022		49.00%	37.80%	61.00%	62.00%	36.20%	44.20%	77.10%	53.80%	42.90%	61.90%	2021-2022	37
ACAP-Eighth Grade Math	Base														
	Current	2021-2022		14.10%	7.20%	21.30%	22.40%	5.30%	10.00%	42.90%	13.50%	0.00%	25.20%	2021-2022	32
Ninth Grade Retention	Base	2016-2017		3.80%											
	Current	2020-2021		21.10%	25.70%	14.80%	19.20%	22.90%	20.60%	25.90%	31.70%	25.00%	15.10%	2020-2021	61
Graduation Rate	Base	2019-2020		88%	83%	92%	87%	89%	86%	95%	89%	67%	93%		
	Current	2020-2021		88%	85%	91%	88%	86%	87%	94%	92%	60%	91%	2020-2021	55
High School Dropout Rate	Base	2016-2017		6.70%											
	Current	2020-2021		4.90%[B]	5.50%	3.70%	5.30%	4.50%	7.30%	1.90%	2.00%	20.00%	5.00%	2020-2021	38
Suspensions	Base														
	Current	2020-2021		5.30%			4.50%	6.30%	3.40%	1.70%	6.90%	3.90%	4.80%		
Chronic Absenteeism (10-17 Days)	Base														
	Current	2020-2021		15.30%	17.90%	11.60%									
Chronic Absenteeism (18+ Days)	Base														
	Current	2020-2021		10.50%	14.20%	5.00%									
English Language Learners	Base	2016-2017***		1.70%	1.20%	2.20%	0.40%	0.30%	26.20%	18.00%	2.20%	24.00%	1.20%		
	Current	2020-2021***		3.20%	3.30%	3.00%	0.40%	0.70%	41.50%	30.40%	1.80%	26.10%	1.00%		
Homeless Students	Base	2019-2020		6.70%	12.20%	0.60%	4.40%	8.40%	13.20%	3.30%	6.30%	13.20%	4.90%		
	Current	2020-2021		4.20%	12.20%	0.60%	3.00%	5.20%	7.80%	1.90%	3.60%	8.70%	4.40%		
Teachers Teaching Out of Field	Base	2016-2017		7.40%											
	Current	2020-2021		9.80%											
Direct Certification	Base														
	Current	2020-2021		59.60%			37.80%	84.40%	54.40%						

NOTE: Please refer to the "Chart Notes" within the *2022 Alabama Kids Count Data Book* for additional information concerning chart notes within this section.

Child Care Center Capacity	2022
Day Care	12,366
Night Care	926
All Centers	13,292

Child Care Facilities	Jul-22
Total All Licensed	190
Center Based Licensed	128
Center Based Exempt	48
Total All Child Care Facilities	238

Number of Early Head Start/ Head Start Classrooms: 2022	EHS	HS	TOTAL
	37	57	94

Children Participating in First Class Pre-K; 2021-2022	Classrooms	Number	Percent
	123	1,937	35.10%

Average 11th Grade; ACT Scores	2020-2021
English	15
Math	16
Reading	16
Science	17
Composite	16

Career and College Ready Index	Base Year 2020	Current Year 2021
	81.50%	82.40%

Per Pupil Expenditures* (Adjusted for Inflation)	Base Year FY2016	Current Year FY2021
Dollars	$10,100	$10,800

*LEGEND - FULL ETHNIC BREAKDOWN
White | Black or African American | Hispanic/Latino | Asian | American Indian/Alaska Native | Native Hawaiian/Pacific Islander | Two or More Races

SAFETY

		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Children Investigated by DHR as Victims of Neglect or Abuse	Base	2010	651	6.3												
	Current	2021	784	8.1									2019-2021	17		
Child Death Rate (per 100,000)	Base	2010	27	31.8	10	23.4	14	40.1	1	22.3	2	76.1				
	Current	2020	20	25	8	20.8	11	33.2	0	0	1	29.3	2018-2020	36	2010-2020	-
Babies Born Premature (less than 37 completed weeks of gestation)	Base	2010	14	45.9	5	32.1	8	62.5	1	73.2	0	0				
	Current	2020	12	47	2	15.4	10	98.3	0	0	0	0	2018-2020	18	2010-2020	-
Babies Born with Low Birthweight (less than 2,500 grams)	Base	2000	2,522	10.70%												
	Current	2016-2020	2,019	9.50%												
Babies Born to Mothers Who Received Late or No Prenatal Care (began after 1st trimester or no care)	Base	2011	527	11.3												
	Current	2021	222	5.1									2019-2021	46	2011-2021	I

Child Death Rate by Cause	Children Abused	Babies Born Premature (less than 37 completed weeks of gestation)	Babies Born with Low Birthweight (less than 2,500 grams)	Babies Born to Mothers Who Received Late or No Prenatal Care (began after 1st trimester or no care)
Base Year: 2014 / Current Year: 2022	Base Year: 2014 / Current Year: 2022	Total	Total	Base Year: 2004-2009 / Current Year: 2010-2021
479 / 479	39 / 14	159	840	1,362 / 1,312

ECONOMIC SECURITY

NOTE: Please refer to the "Data Notes" under the relevant tab in the 2022 Alabama Kids Count Data Book for additional information concerning chart topics within this section.

		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Persons Living in Poverty	Base	2000	72,549	18.50%	24,206	9.80%	45,092	34.40%	3,251	23.20%	803	18.80%				
	Current	2016-2020	72,677	17.90%	27,906	11.80%	39,817	27.20%	4,954	20.60%	3,218	27.50%	2016-2020	37		
Children in Poverty*	Base	2000	28,702	26.50%	6,894	11.70%	20,626	45.90%	1,182	26.30%	282	20.60%				
	Current	2016-2020	26,562	27.60%	7,482	15.50%	16,752	41.80%	2,328	29.60%	1,339	35.40%	2016-2020	37		
Children Under Age 5 in Poverty	Base	2000		29.70%												
	Current	2016-2020		31.50%												

NOTE: Please refer to the "Data Notes" under the relevant indicator in the 2022 Alabama Kids Count Data Book for additional information concerning data notes within the tables.

		YEAR	NUMBER	RATE	WHITE Number	WHITE Rate	BLACK Number	BLACK Rate	ALL OTHER Number	ALL OTHER Rate	HISPANIC Number	HISPANIC Rate	RANKING YEAR	RANKING	TRENDING YEAR	TRENDING
Children Aged 5-11 in Poverty	Base	2000		28.00%												
	Current	2016-2020		27.70%												
Children Aged 12-17 in Poverty	Base	2000		22.10%												
	Current	2016-2020		24.30%												
Children in Extreme Poverty	Base	2000	14,261	13.10%												
	Current	2016-2020	13,466	14.00%									2016-2020	44		
Vulnerable Families	Base	2010		16.90%												
	Current	2020		6.90%									2018-2020	40	2010-2020	
Children Under 18 in Single-Parent Families	Base	2000	33,259	35.10%												
	Current	2016-2020	34,793	35.90%									2020	42		
Employed Mothers with Young Children	Base	2000	12,543	53.50%												
	Current	2016-2020	11,663	61.20%									2016-2020	39		
Children Receiving Child Care Subsidies (All Centers)	Base															
	Current	Jun-22	7,682	$3,615,744												
Unemployment Rate	Base	2010	19,298	10.40%												
	Current	2021	9,039	4.70%									2021	54		
Median Household Income, *Adjusted for Inflation	Base	2010*	$47,183													
	Current	2020	$50,871													
Medicaid Paid Births	Base	2010	3,469	61.20%	1,383	46.20%	1,876	79.30%	86	60.60%	124	75.20%				
	Current	2020	2,991	56.40%	975	38.40%	1,809	75.20%	77	51.70%	130	62.80%	2020	34		
Food Insecurity, All Ages	Base	2010	78,200	19.10%												
	Current	2020	65,050	15.70%									2020	28		
Food Insecurity, Children Under 18	Base	2010	24,670	24.10%												
	Current	2020	21,890	24.60%									2020	45		

WIC Case Load, Averaged Monthly		SNAP Eligible, All Ages		SNAP Eligible, Children Under 20		SNAP Recipients, All Ages	
Base Year: 2020	Current Year: 2021	Base Year: 2017***	Current Year: 2022***	Base Year: 2017	Current Year: 2022	Base Year: 2017**	Current Year: 2022
11,821	11,272	81,573	70,707	44,475	37,718	81,402	71,347

The way we refer to population sub-groups throughout the 2022 County Data Profile is intentional in order to be as accurate as possible in representing the data given to us.

Visit us at www.alavoices.org/alabama_kids_count.

Permission to use and copy as long as **VOICES for Alabama's Children's *2022 Alabama Kids Count County Data Profiles*** is noted.

We thank our sponsors for their support and acknowledge that the findings and conclusions presented in the *Alabama Kids Count Data Book* are those of the author(s) alone and do not necessarily reflect the opinions of these foundations, organizations or individuals.

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ALABAMA kids count

VOICES FOR ALABAMA'S CHILDREN

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1206 S FORDHAM ST

PERRYTON TX 79070

PUGH KIMLEE ANN
3808 LANSDOWNE CIR

MOBILE AL 36693

HARRIS JULIE
5016 GOVERNMENT BLVD

MOBILE AL 36693

EMANUEL CONSTANTINE N
5024 GOVERNMENT BLVD

MOBILE AL 36693

PAYNE HERBERT MATTHEW II
3 LAMP CT

MORAGA CA 94556

NIX APPOLLONIA T & JERRY NIX
5020 GOVERNMENT BLVD

MOBILE AL 36693

NELSON WARREN C
3817 LANSDOWNE CIR

MOBILE AL 36693

KACMARSKI ROGER D & DONNA D C/O
TOMMIE REEVES
6001 GRELOT RD

MOBILE AL 36609

MCCANTS VINCENT W & BARBARA B
5028 GOVERNMENT BLVD

MOBILE AL 36693

MAY PETER J & DEBORAH A
5032 GOVERNMENT BLVD

MOBILE AL 36693

HENSON JAMES MICHAEL
5048 GOVERNMENT BLVD

MOBILE AL 36693

AGEE MARILYN
3805 LANSDOWNE CIR

MOBILE AL 36609

TAYLOR DARRICK
3804 LANSDOWNE CIR

MOBILE AL 36693

WALLEY EDWIN M & THERETHA M
WALLEY
3720 HOLLY RIDGE CIR

MOBILE AL 36693

EATON ROXANNE P
3709 HOLLY RIDGE CIR

MOBILE AL 36693

WILLIAMSON AMBER C/O BLAKELY
DEVIN M
5040 GOVERNMENT BLVD

MOBILE AL 36693

CAMPBELL DONNY R SR & JACQUELYN
JONES-CAMPBELL
3813 LANSDOWNE CIR

MOBILE AL 36693

STALLWORTH MONICA C & MICHAEL C
STALLWORTH
3801 LANSDOWNE CIR

MOBILE AL 36693

BROWN KANDYSS & DARRIUS
POELLNITZ
3712 HOLLY RIDGE CIR

MOBILE AL 36693

WILLIAMS CARL O & GWENDOLYN S
3721 HOLLY RIDGE CIR

MOBILE AL 36693

PAIGE DION KEITH
5044 GOVERNMENT BLVD

MOBILE AL 36693

BRANDON WINCE & CAROLL BRANDON
3809 LANSDOWNE CIR

MOBILE AL 36693

WINKLER RICHARD T SR & ROBERTA P
WINKLER TRUSTEES
3800 LANSDOWNE CIR

MOBILE AL 36693.

CLAYBORN KATHY P
3716 HOLLY RIDGE CIR

MOBILE AL 36693

FLETCHER ROMONA D
3717 HOLLY RIDGE CIR

MOBILE AL 36693

Agenda Item # 7

ZON-CUP-002803

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

Applicant Materials for Consideration

DETAILS

Location:
5032 Government Boulevard

Property Owner:
Deborah May

Current Zoning:
R-1, Single-Family Residential Suburban

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Single-Family Suburban District.

Commission Considerations:

1. To allow a home-based daycare for 10 children with four (4) conditions.

Report Contents: **Page**

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Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 7 DATE February 22, 2024	N
APPLICANT Deborah May	
REQUEST Conditional Use Permit	NTS

SITE HISTORY

The site is part of the 95-lot Lansdowne Subdivision, Unit One, which was approved by the Planning Commission in January 1972 and subsequently recorded in Mobile County Probate Court.

At its July 1998 meeting, the Board of Zoning Adjustment denied a variance request to allow a home-based day care for 12 children. The Board denied a similar request for a home-based day care for 10 children at its August 2022 meeting. Staff does not find evidence that the denials were appealed.

STAFF COMMENTS

Engineering Comments:

No comments.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (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.

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a home-based daycare for ten (10) children in an R-1, Single-Family Residential Suburban District. The applicant currently runs a home daycare at the subject site, but is limited to a maximum of 5 children. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant does not indicate how many employees not living at the location will be working at the daycare. Furthermore, the site plan submitted does not depict any compliant parking spaces or maneuvering area, and it is unclear what site improvements currently exist as there are no labels. Aerial photos indicate there may be enough space for at least three (3) parking spaces, but a minimum of four (4) spaces are required for a 10-child daycare. This amount does not include the two (2) off-street parking spaces required for the dwelling or any employees. It should be noted that the site plan also does not illustrate any handicap accessible parking, which may be required by the Building Code. As such, if approved, a revised site plan should be required to illustrate parking and maneuvering sufficient to comply with the standards of Article 3, Section 64-3-12.A.3. of the UDC.

The applicant states in their application that the hours of operation of the daycare will be from 7:00 a.m. until 5:00 p.m., but does note that they are licensed to care for up to two (2) children after-hours, if needed. The applicant should be aware that, if approved, any changes to the hours of operation of the daycare may require additional Conditional Use Permit approval by the Planning Commission and City Council.

Home daycares require an enclosed outdoor play area, but, as mentioned, the site plan submitted does not label any existing site improvements, and no new site improvements appear to be proposed. As such, if approved, the site plan should be revised to illustrate a compliant outdoor play hour enclosed with a fence or wall that is at least four (4) feet in height.

Finally, it should be noted that, if approved, the daycare will be required to comply with the standards of the Building, Plumbing, Electrical, and Mechanical Codes for commercial daycares, in addition to Fire and Health Department Requirements, with all appropriate permits and inspections.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
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. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. 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.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

(1) All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
(2) The following minimum amount of off-street parking must be provided:

   a. The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
   b. One (1) space for reach employee who is not a full-time permanent resident of the home; plus
   c. One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

(3) The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.

(4) The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
(5) The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
(6) The home must be the primary residence of the operator of the daycare.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
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. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4) Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE February 22, 2024

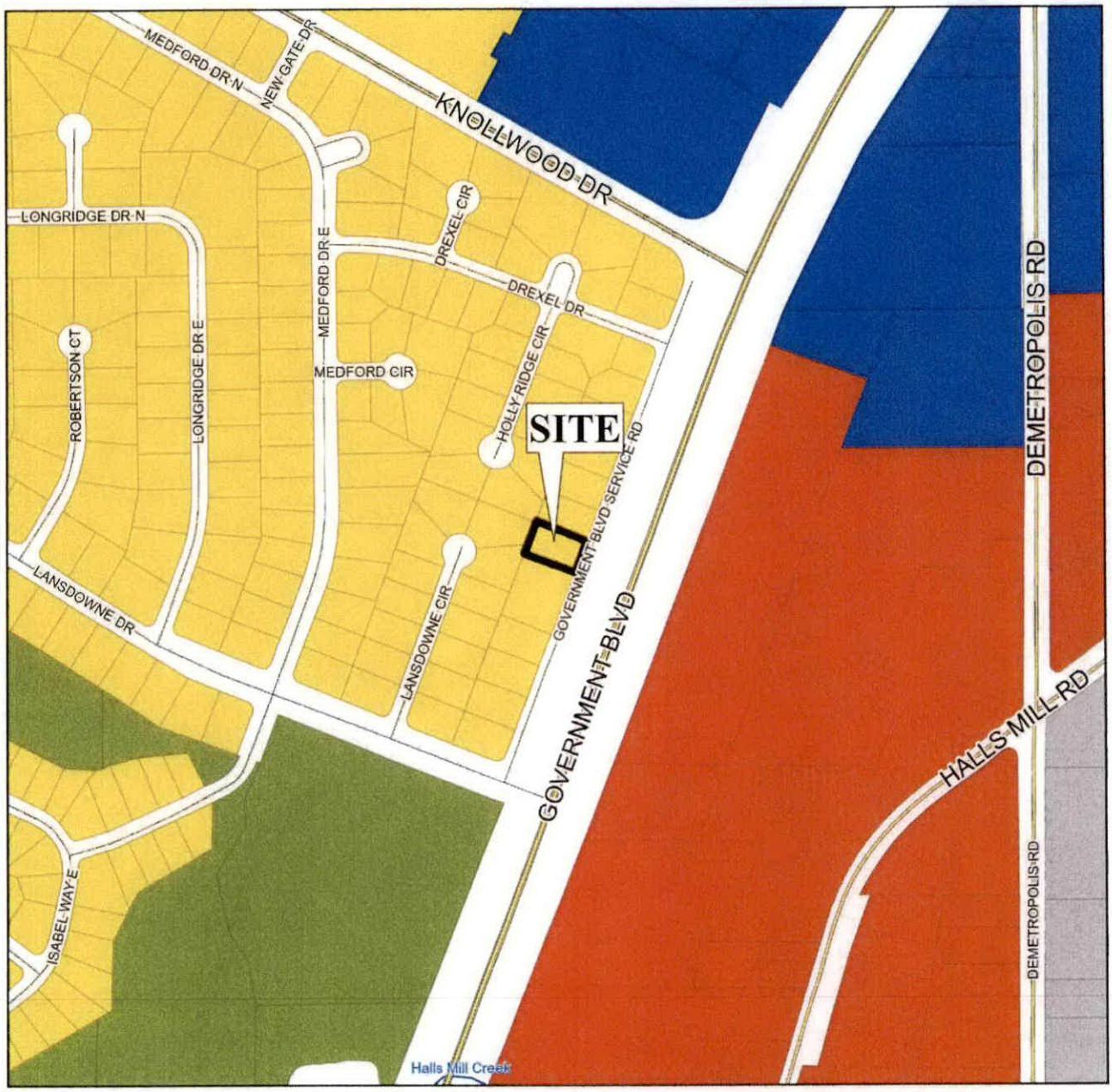
APPLICANT Deborah May

REQUEST Conditional Use Permit

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE February 22, 2024

APPLICANT Deborah May

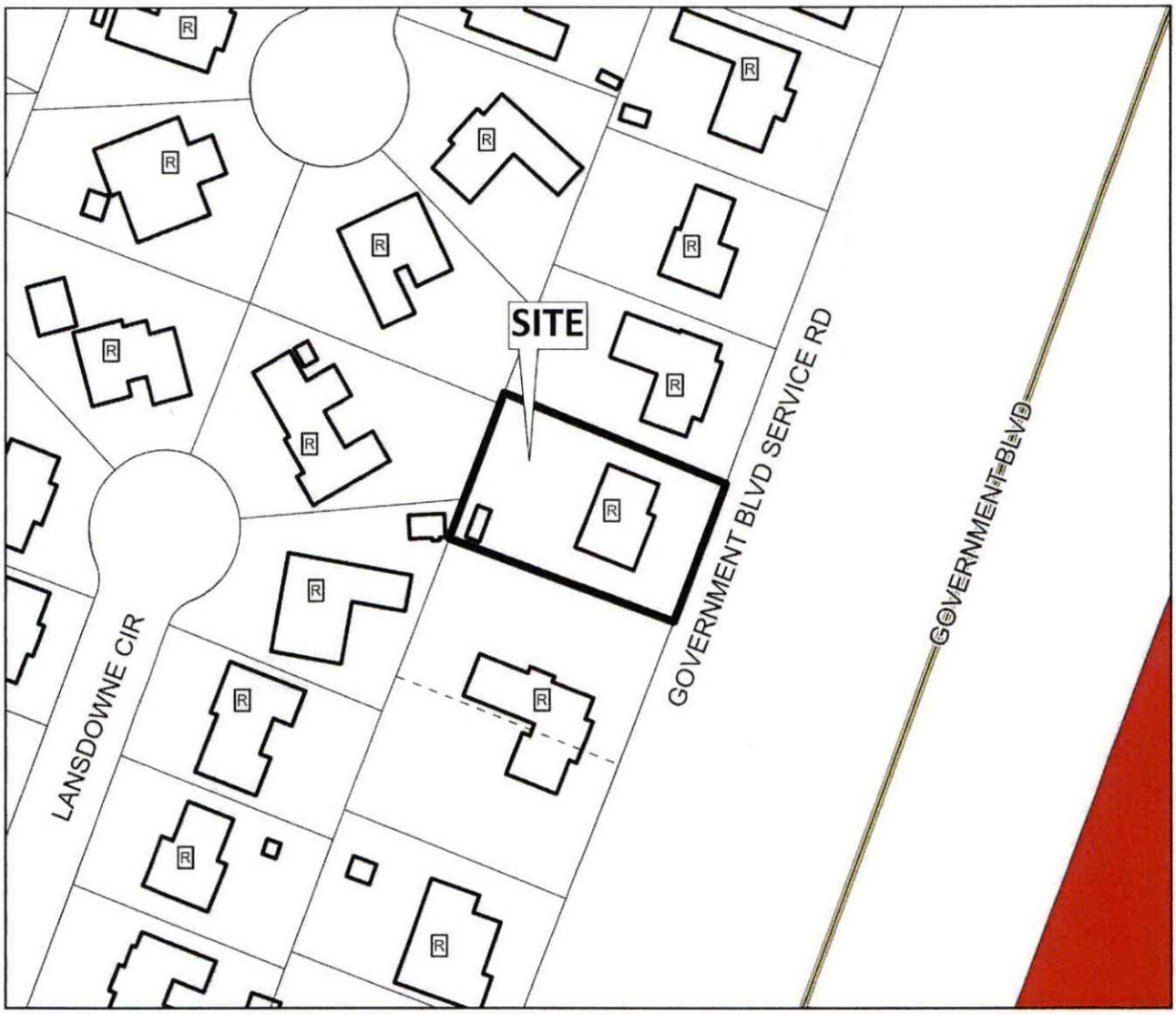
REQUEST Conditional Use Permit

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 single family residential units.

APPLICATION NUMBER 7 DATE February 22, 2024

APPLICANT Deborah May

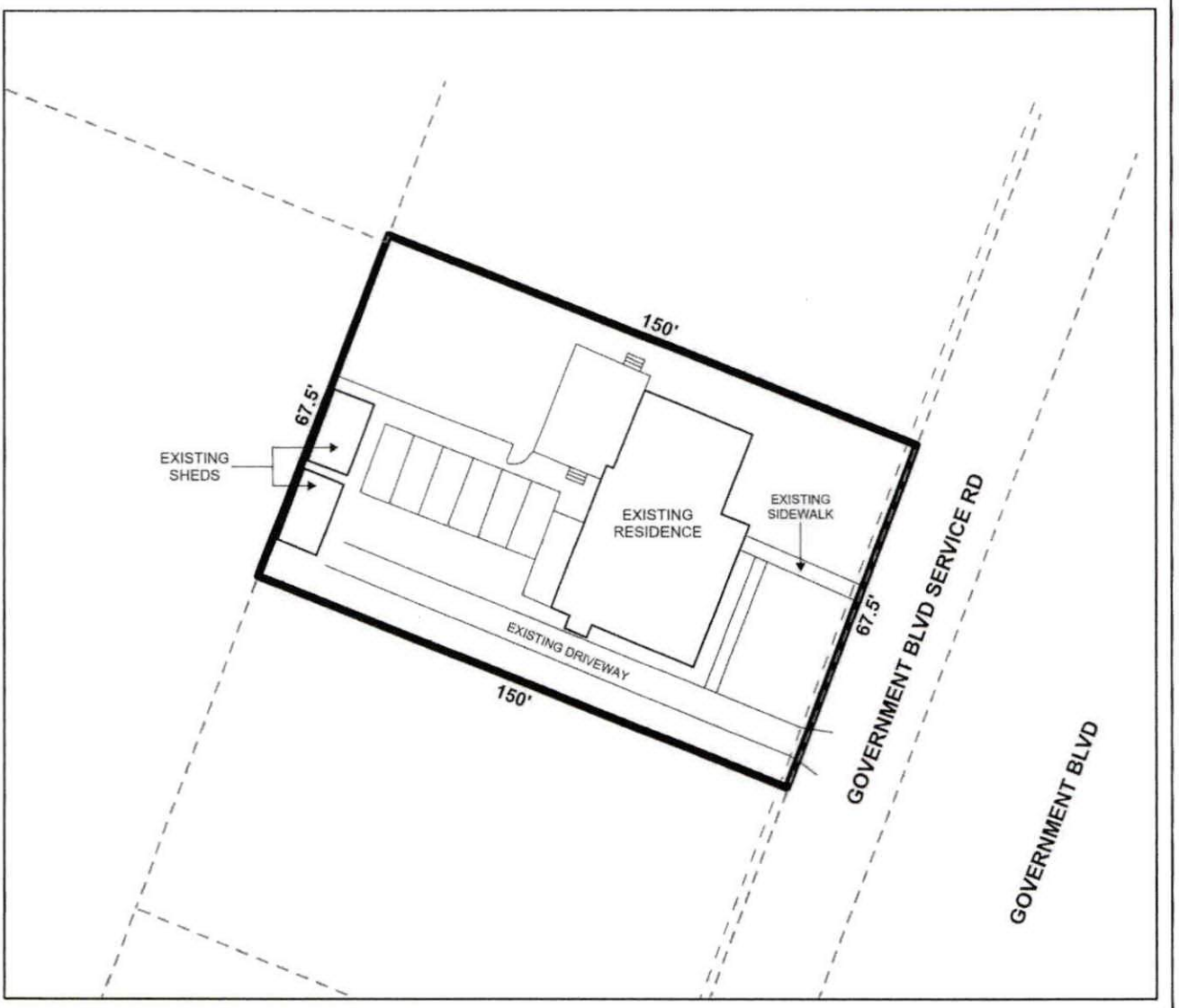
REQUEST Conditional Use Permit

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 an existing residence proposed to be used as a daycare facility.

APPLICATION NUMBER 7 DATE February 22, 2024 APPLICANT Deborah May REQUEST Conditional Use Permit	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)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

Notice of Public Hearing for a Conditional Use Permit
for Property Located at 5032 Government Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 19, 2024**, a public hearing will be held on the **16th** day of **April**, **2024**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a home-based daycare for 10 children in an R-1, Sing-Family Residential Suburban District, for property located at 5032 Government Boulevard.

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 Conditional Use Permit application was filed on January 11, 2024 to allow a home-based day care for 10 children in an R-1, Single-Family Residential Suburban District located at 5032 Government Boulevard and described as follows:

LOT 7, LANSDOWNE SUBDIVISION, UNIT ONE AS RECORDED IN MAP BOOK 21, PAGE 90 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, STATE OF ALABAMA.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on February 22, 2024 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
   (a) The applicable development standards; and
   (b) The applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood; and
3. Will not impede the orderly development and improvement of surrounding property.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking and include a table of the required number of parking spaces (the amount required for the dwelling, off-site employees, and children);
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require additional Conditional Use Permit approval by the Planning Commission and City Council; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - CJ Small - DIstrict 3

Purpose and Scope of Project:

The Declaring The Structure a Public Nuisance - Demoliition

Amount of Contract:

N/A

Effective Date of Contract:

4/2/2024

Renewal Date of Contract:

4/2/2024

Funding Source

Project # 2154 Grove Court - ME-001-24 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2154 Grove Court	Cover Memo	3/26/2024

REVIEWERS:

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

RESOLUTION

Sponsored by: Councilmember C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2154 Grove Court** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2154 Grove Court** described as:

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

Parcel Number: 32 06 40 0 003 014

Last Assessed to: MOZINGO JAMES & ANGIE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
March 26, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 2, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2154 GROVE COURT,** OWNED BY OR MAY HAVE AN INTEREST: **MOZINGO JAMES & ANGIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 32 06 40 0 003 014
COUNCIL DISTRICT 3 – CJ SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2154 Grove Court Flood Zone

Property Details

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

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	~~N~~ Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	~~N~~ Y	Foundation Compromised	Y
Survey Date	01-22-24	Comments	

Property Score

Score	52	Score Description	DEMOLITION

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-23-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 02/06/2024

Property Address: 2154 Grove Court

District No: 3

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [X] 3. Structures or components thereof that have reached their limit state.
- [ ] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [ ] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

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

February 6, 2024

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

Dear James & Angie Monzingo:

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

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

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

Parcel Number: 32 06 40 0 003 014

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 22, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 22, 2024,** provide the Code Official with a work plan to accomplish the repairs by **March 22, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **March 22, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 2, 2024, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

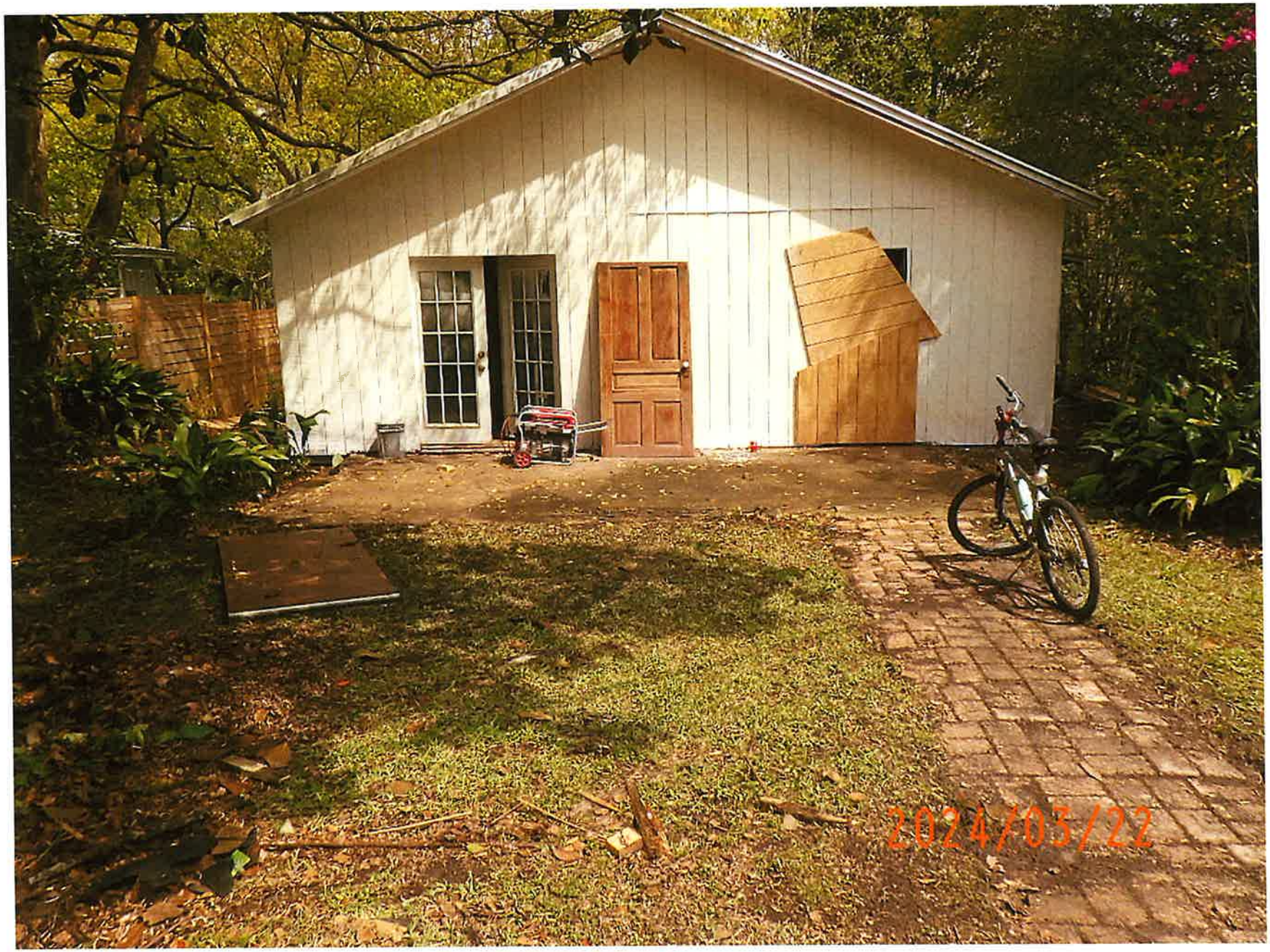
If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson

Gary Jackson
Deputy Director of Municipal Enforcement

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




2024/03/22


2024/03/22


2024/03/22


2024/03/22


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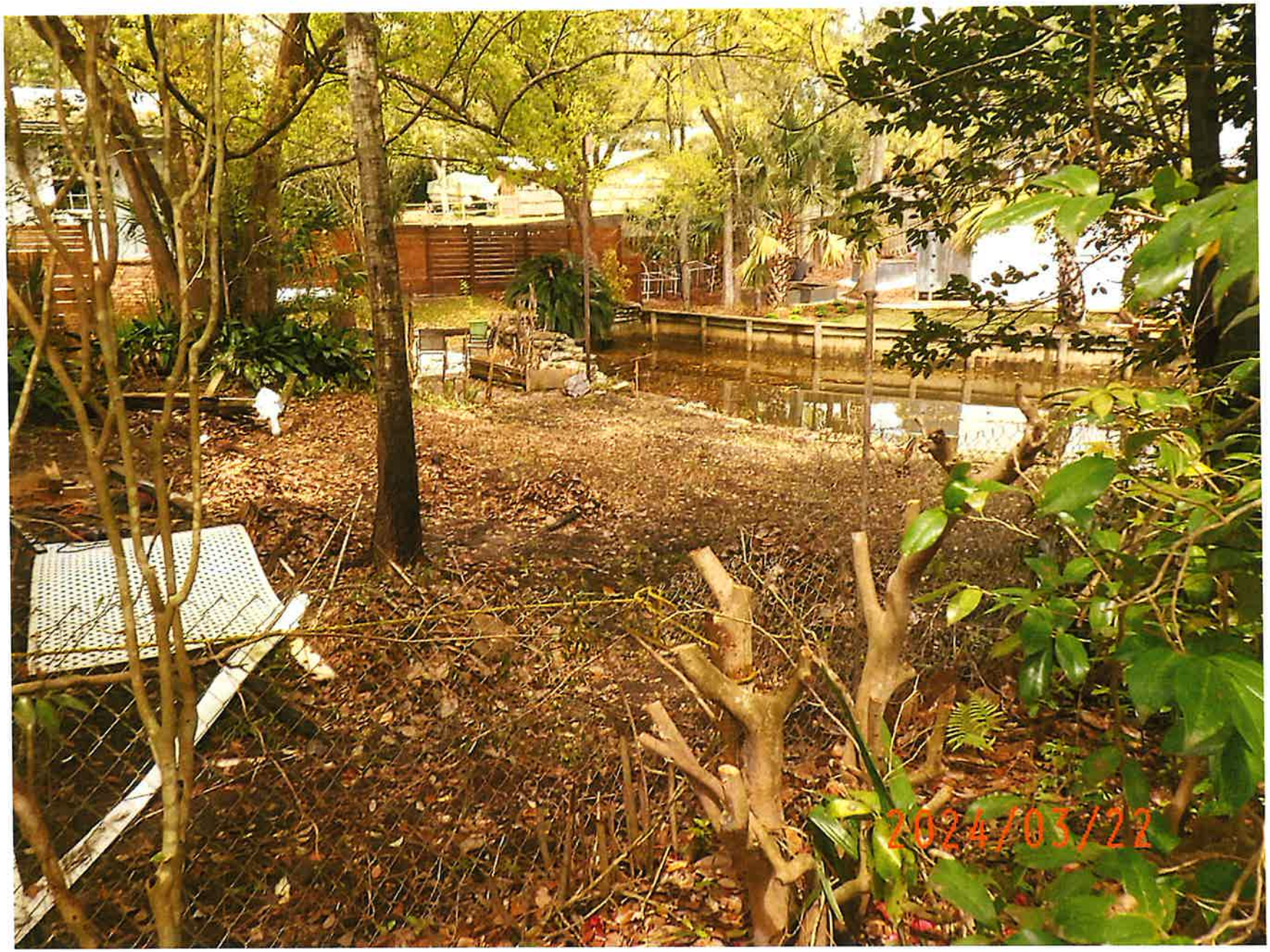
NUISANCE ABATEMENT **2154 GROVE COURT** **AGENDA PHOTOS / DW**




2024/03/22


2024/03/22

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



Affidavit of Mailed Notice

Date: April 2, 2024

State of Alabama
County of Mobile

Subject Property – 2154 Grove Court

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

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

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 26, 2024

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

SEND NOTICES of nuisance abatement proceedings to the following parties:

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

TAX STATUS: CURRENT 2023 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Shonnda Smith, Executive Director of Public Services

Sponsored by:

Councilwoman Gina Gregory

Purpose and Scope of Project:

For the purpose of management, maintenance, repair and renovation of Langan/Municipal Park Athletic Complex

Amount of Contract:

$500,000

Effective Date of Contract:

4/22/2024

Funding Source

Project # Friends Of Municipal C0957 **Discretionary Funds**

Project String **Contract Number:**4942

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Friends Of Municipal Resolution	Cover Memo	4/19/2024
Cooperative Endeavor Agreement	Cover Memo	4/29/2024
Cooperative Endeavor Agreement	Cover Memo	4/29/2024
Cooperative Endeavor Agreement	Cover Memo	4/29/2024

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	4/19/2024 - 3:50 PM
Capital	Rhodes, Brenda	Approved	4/22/2024 - 9:13 AM
Legal	Kern, Chris	Approved	4/25/2024 - 10:46 AM
Mayors Office	Barber, James	Approved	4/25/2024 - 1:42 PM

RESOLUTIONS TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

WHEREAS, the City Council of the City of Mobile wishes to appropriate the already budgeted amount of $500,000.00 to Friends of Municipal Park from District 7 allocated CIP funds; and

WHEREAS, Friends of Municipal Park is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves as a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Friends of Municipal Park will be used to enhance Langan (Municipal) Park in accordance with the attached Agreement between the parties for the same, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of $500,000.00 to Friends of Municipal Park for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution by the Mayor and attestation by the City Clerk of the attached Agreement with said Friends of Municipal Park for the amount and to perform the work as set forth therein; and the City Council further authorizes the Mayor or his designee to take all such other actions as are necessary to effectuate such Agreement.

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Friends Of Municipal Athletic Complex

CAPITAL PROJECT # C0957 **DATE OF RECEIPT** 04/19/2024

DEPT. PROJECT # N/A

PROJECT DESCRIPTION for the purpose of management, maintenance,

CONTRACT AMOUNT $ 500,000.00

VENDOR NAME Friends Of Municipal Park

VENDOR NUMBER 297712

DEPT # 2012 **DEPT NAME** Park Maintenance

CONTRACT ADMINISTRATOR Gerard McCants

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Gerard McCants **Date** 4/19/2024

Revised 5/16/2022 Tiffany Hollins

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF MOBILE AND
FRIENDS OF MUNICIPAL PARK

THIS cooperative endeavor agreement (hereinafter called "Agreement") made and entered into by and between the City of Mobile (hereinafter called "CITY"), and Friends of Municipal Park, (hereinafter called "FRIENDS"), for the purpose of the management, maintenance, repair and renovation of Langan/Municipal Park (hereinafter "Project") in cooperation with the Mobile Parks and Recreation Department (hereinafter "Parks"); and, effective as of the _____ day of _____, 2024.

WHEREAS CITY hereby agrees to pay FRIENDS the sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00)**, for the management, maintenance, repair, and renovation of Langan/Municipal Park, and payable for the period from the execution of this Agreement to **April 01, 2026**. Said funds will be disbursed in a single payment which shall result from a written request to be delivered to the City's Accounting Department. At the expiration or termination of the contract, all sums not used for said project shall be returned to the City. **Additionally, FRIENDS agrees to submit quarterly activity reports and financial statements. Failure to provide said reports and statements may initiate the clawback provision of this agreement.**

FRIENDS agrees that it shall be responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City, and that the monies received from the City under this Agreement shall be used only for the purpose of the Project.

CLAWBACK PROVISION

FRIENDS acknowledges that any failure on its part to obtain or maintain CITY approval of Project plans shall be deemed a material breach of this Agreement and may expose City to risks and potentially cause City to incur costs not contemplated by this Agreement, the extent of which will be extremely difficult to ascertain. Accordingly, failure by FRIENDS to submit an advance Project plan or to enter contracts or incur expenses without the express approval of the CITY, or failure to

submit quarterly activity reports in a form acceptable to PARKS, may result in the demand of the return of the balance of all remaining funds provided to FRIENDS from CITY in this Agreement. The parties agree that such sum represents fair and reasonable compensation for the additional risk/costs that City will incur by reason of FRIENDS' breach of the covenant(s) of this Agreement.

Such decrease in contract sum due FRIENDS shall in no event constitute a waiver of FRIENDS' Default or Breach with respect to the failure to maintain the Project, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve FRIENDS of its obligation to maintain other services, such as the insurance (FRIENDS' own policy and the CITY policy) specified in this Agreement. FRIENDS' failure to obtain and continuously maintain policies of insurance in accordance with this Agreement shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of FRIENDS arising from performance or non-performance of this Agreement. The right of the City to recapture/clawback any sums from FRIENDS shall survive the termination of this Agreement; and

WHEREAS CITY has agreed to work in cooperation with FRIENDS to facilitate the Project to determine necessary repairs and renovations to include bathrooms, concession stands, athletic fields, light fixtures, fields, and batting cages to provide recreational opportunities for the residents of Mobile, CITY and FRIENDS covenants and agree as follows:

DEFINITIONS

MAINTENANCE: Routine actions performed to keep assets in good operating condition to prevent damage and avoid equipment failure or downtime. Acts intended to prolong the life of the equipment or fixture. Work performed to preserve the functionality, performance, and safety over a machine or fixture's lifespan. Includes, but not limited to, regularly scheduled inspections to detect signs of deterioration and equipment failure, regularly cleaning, painting, performing safety inspections, replacing asset components and the installation of things such as new lighting.

PUBLIC PROPERTY. Real property which the state, county, municipality, or awarding authority thereof owns or has a contractual right to own or purchase, including easements, rights-of-way, or otherwise.

PUBLIC WORKS: The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

REPAIR: Restoration work when equipment or fixtures are broken, damaged or stops working. Actions taken to restore the proper functionality of an asset. Returning something broken back to optimal working condition.

ARTICLE I

Section 1. Services to be performed by FRIENDS. FRIENDS shall perform each of the services as set forth in this Article (collectively, the "Services"):

A. Maintain a Board having at least one executive member representative from each of the Baseball Association and the Football Association, said member to serve on the Board for every term. FRIENDS shall provide a copy of the Baseball/Football Board's current mission statement, constitution, bylaws, and Standard Operating Procedures to PARKS, and to provide any future amendments to same to PARKS within seven (7) days from amendment;

B. Provide within thirty days of execution of this agreement documentation to verify completed PARKS approved background screenings on all Municipal Park (hereinafter "LANGAN") volunteers, employees or temporary help including, but not limited to, Board members, coaches, assistant coaches, staff, members of FRIENDS, its employees or full-time or temporary assistants (collectively "associates") in any capacity that are associated with the Project or maintenance of LANGAN. Any current FRIENDS associates without said screening shall submit to said screening, and the results provided to PARKS within thirty (30) days. No future associate shall be accepted by FRIENDS until a background screening is complete and results provided to PARKS;

C. Notify PARKS immediately in the event of any incident or injury which has resulted in the response of first responders to LANGAN, any incident or injury which has resulted in medical attention to anyone at LANGAN, or any occurrence of a possible hazard or

dangerous condition at LANGAN. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident;

D. Ensure that all funds donated or collected by FRIENDS must be used for the benefit of or use at LANGAN exclusively. Activity reports for all funds received by FRIENDS, whether from the City or through donations, shall be submitted to PARKS quarterly along with financial statements upon request from PARKS but not less than quarterly. Annual disbursements to FRIENDS are dependent upon PARKS receipt of said reports and financial statements;

E. Where appropriate charge for the usage of the facility year-round with said costs approved in advance by PARKS, and maintain an accounting of all generated funds;

F. Maintain the "up-keep" of LANGAN, including but not limited to maintaining the grounds, playing fields, seating, restrooms, concession stands, field preparation prior to games, scoreboards upkeep, fences, bleachers, cutting or replacing grass and overall cleanliness of the Park including restrooms and parking areas;

G. Make all minor repairs not specifically dedicated as the responsibility of PARKS;

H. Maintain and/or require any necessary insurance for any CITY supported events taking place on the premises of LANGAN;

I. Act in the capacity of Liaison between the Boards for Baseball and Football activities at LANGAN;

J. Establish a system of scheduling games, tournaments, or events in coordination with PARKS;

K. Establish a system for raising revenue to continue to provide and expand upon Services;

L. Purchase consumables for the proper care and administration of the fields, such as chalk, sand, paint, and supplies for any concession stand;

M. Employ/hire as necessary laborers for the management of field care, concession stand food sales and maintenance and minor repair of said fields, buildings and LANGAN structures including, but not limited to, scoreboards, fences and seating of any type or kind;

N. Coordinate with the CITY Architectural and Engineering Department (A&E) for the application and obtaining of any required permits or licenses necessary to facilitate the

Project, it being agreed that each portion of the Project must have written verification from A&E as to whether a permit is required before the expenditure of funds;

O. Purchase and maintain any electronic communications or broadcasting equipment;

P. Submit any plans for the Project, or portions thereof, to A&E for review, approval, and verification as to Competitive Bid Law and Public Works Bid Law Compliance. The complete plan for LANGAN renovations and improvements are to be submitted to A&E within ninety (90) days of execution of this Agreement;

Q. Provide any copies of any drawings, warranties, and other documentation relevant to the care and maintenance of LANGAN to CITY and PARKS to retain;

R. Cooperate with PARKS in providing services for CITY as needed;

S. In addition to the reporting requirements listed above, submit a quarterly report to PARKS of all expenditures, revenue produced, accomplishments and status of programs to produce and increase revenue and provide documentation on how said revenue was used to support the Project.

T. Within ninety (90) days of the execution of this Agreement submit to CITY a long-term plan for the PROJECT, to include ground repairs and beautification, field maintenance, American with Disabilities Act compliance, concession stand improvements and football/baseball field conversion;

U. Serve as a Consultant to PARKS on a long term basis and submit all recommended plans and a scope of work for all portions of the PROJECT recommended by FRIENDS. No funds may be disbursed for purchases or contracts with any engineer, contractor, other consultant, or entity for the purpose of construction, renovations or repairs beyond those minor repairs and maintenance designated as services of FRIENDS unless FRIENDS has previously submitted project plans to A&E, and have received confirmation from A&E of Competitive Bid Law and Public Works Law compliance and that an intended portion of the project is not the sole responsibility of PARKS and/or the City.

V. Send a copy of all invoices to PARKS each quarter with the FRIENDS activity report.

Section 2. Standard of Care. FRIENDS hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, FRIENDS shall be obligated to

perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which FRIENDS is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. FRIENDS acknowledges and agrees that, at the option of either CITY or PARK, FRIENDS shall be obligated to re-perform at no additional cost to CITY any or all the Services that fail to satisfy the foregoing standard of care.

Section 3. Services to be performed by CITY.

City, by and through PARKS, will generally retain responsibility for the following services unless delegated to FRIENDS:

A. Provide for necessary repairs of any park infrastructure;
B. Provide for the maintenance of all park utilities;
C. Review any plans submitted by FRIENDS in a timely manner;
D. Provide administration of the Agreement through the Parks and Recreation Department of the City of Mobile;
E. Promptly communicate with the City Architectural and Engineering Department to review the FRIENDS long-term PROJECT plan for procurement law compliance;
F. Draft contracts for any Project plan requiring the services of contractors, architects, engineers, or consultants;

Review FRIENDS' long-term project and promptly inform FRIENDS as to any Competitive Bid Law or Public Works law compliance issues.

Section 4. Representations and Warranties. FRIENDS represents and warrants that:

A. The execution of this Agreement by FRIENDS' duly authorized representative shall be deemed a sworn statement by FRIENDS of its compliance with this representation and warranty;
B. FRIENDS, thorough its duly authorized representative, has the full power and authority to enter into and execute this Agreement, and, as such, this Agreement is legally binding upon and enforceable against FRIENDS in accordance with its terms;

C. FRIENDS is not under any obligation to any party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations hereunder;

D. FRIENDS has the requisite expertise, qualifications, staff, materials, and equipment in place and available to enable it to fully perform the Services and FRIENDS, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;

E. As of the Effective Date of this Agreement, FRIENDS has no knowledge of any undisclosed fact that could materially adversely affect its condition (financially or otherwise), business operations or its ability to fulfill its obligations under this Agreement;

F. FRIENDS is not in breach of any federal, state, or local statute or regulation applicable to FRIENDS or its operations;

G. FRIENDS' work shall be accurate and free from any material errors. FRIEND's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by the CITY or PARKS, nor shall FRIENDS be released from liability by reason of such approval by the CITY or PARKS, it being understood that CITY and PARKS at all times, is ultimately relying on FRIENDS' skill and knowledge in performing the Services;

H. FRIENDS is bonded if required by law and fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of FRIENDS or its employees or sub-contractors in the performance of its obligations under this Agreement; For the term of this Agreement, FRIENDS, at FRIENDS expense, shall acquire and maintain in full force and effect liability and comprehensive insurance as further described in Article IX below;

I. FRIENDS has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily or its own volition;

J. FRIENDS warrants to fully understand the Competitive Bid Law and the Public Works Law and shall provide all necessary plans and modifications to A&E to ensure strict compliance.

ARTICLE II
TERM

Section 5. Term. This Agreement shall commence on the Effective date and shall continue for a period of two years unless terminated in accord with a term herein. It is understood and acknowledged by FRIENDS that the Services described above are expected to be completed within this time period. All funds not used by FRIENDS to complete the long-term project of LANGAN improvements shall be returned to CITY upon expiration or termination of this Agreement, regardless of whether terminated by cause or convenience.

ARTICLE III
NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 6. FRIENDS shall not discriminate. In the performance of this Agreement, FRIENDS agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Section 8. Subcontracts. FRIENDS shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. FRIENDS' failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE IV
INDEMNIFICATION

Section 9. Duty to Indemnify City Against Loss. To the fullest extent permitted by law, FRIENDS shall protect, defend, indemnify and hold harmless City, its agents, elected officials and employees (collectively, the "Indemnified Parties") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by FRIENDS or any

subcontractor or (b) any act outside the scope of the Services by FRIENDS or any subcontractor. By way of illustration-not limitation, FRIENDS' obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by FRIENDS: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by FRIENDS and (iv) liens, claims or actions made by FRIENDS, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar. FRIENDS hereby confirms and agrees that FRIENDS is not a person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design, or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.

Section 10. Independent Duty to Defend. FRIENDS specifically acknowledges and agrees that it has an immediate and independent obligation to, at City's option, (a) defend City from or (b) reimburse City for its costs incurred in the defense of any claim that actually or potentially falls within this Article VI, even if the allegations are or may be groundless, false, or fraudulent. This obligation shall remain in full force and effect even if FRIENDS is ultimately absolved from liability.

Section 11. Expenses. All expenses, including, without limitation, reasonable attorney fees, incurred by CITY in enforcing this Agreement shall be borne by FRIENDS.

ARTICLE V
INDEPENDENT FRIENDS STATUS

Section 12. Independent FRIENDS Status. FRIENDS shall not be deemed an employee, servant, agent, partner, or joint venturer of CITY. Rather, FRIENDS herein expressly acknowledges and agrees that it is providing services exclusively as an independent entity to CITY. As such, FRIENDS agrees that it shall not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of CITY. Further, FRIENDS acknowledges and agrees that, as an independent entity, neither FRIENDS nor any of its employees shall be entitled to receive any benefits that employees of CITY are entitled to receive,

including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to CITY under this Agreement.

ARTICLE VI
GOVERNING LAW, JURISDICTION, AND VENUE

Section 13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama and FRIENDS expressly waives any pleas of jurisdiction.

ARTICLE VII
RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

Section 14. Retention. FRIENDS agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of FRIENDS' profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 15. Right to Audit: Access. At any time during normal business hours. upon receipt of reasonable notice and as often as CITY may deem necessary, FRIENDS shall make all data, records, reports, and all other materials relating to this Agreement available to CITY for examination and copying. In addition, FRIENDS shall permit CITY to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records, and other data necessary to enable CITY to verify the accuracy of FRIENDS' invoices for payment for the performance of the Services.

Section 16. Ownership. All data collected and all products of work prepared, created, or modified by FRIENDS in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code. documents, records, disks, original drawings, or other such material, regardless of form and

whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of CITY, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of CITY. City shall have all rights, title, and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of CITY. All such Work Product may be used and distributed for any purpose deemed appropriate by CITY without the consent of and for no additional consideration owing to FRIENDS.

ARTICLE VIII
TERMINATION

Section 17. Termination for Cause. CITY and FRIENDS shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 18. Termination for Convenience. CITY and FRIENDS shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event CITY elects to terminate for convenience, CITY shall be obligated to pay FRIENDS only for those Services performed up to and through the date of termination.

Section 19. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE IX

INSURANCE

Section 20. Insurance. For the term of this Agreement, FRIENDS 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

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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.

   Limit of Liability: $1,000,000 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 two (2) 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. FRIENDs 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 FRIEND'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.

ARTICLE X

NOTICE

Section 21. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to CITY: Parks and Recreation
Director
48 North Sage Avenue
Mobile, AL 36607

Copy to: City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633

If to FRIENDS
Friends of Municipal Park
C/O Northwest Registered Agent Service 1
212 W. Troy St. Suite B
Dothan, AL 36303

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and FRIENDS.

ARTICLE XI
GENERAL PROVISIONS

Section 22. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 23. Conflict of Interest. FRIENDS agrees to decline any offer of work, whether as an independent or employee, if such work would (a) affect FRIENDS' independent professional

judgment with respect to its performance of the Services or (b) in any way interfere with FRIENDS' ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with FRIENDS. However, FRIENDS shall be obligated to notify CITY and provide full disclosure as to any possible adverse effects of such work as it relates to FRIENDS' independent professional judgment or the discharge of any of its obligation, under this Agreement. The final decision as to whether any such work proposes a prohibited conflict of interest shall rest with CITY.

Section 24. Compliance with Laws: FRIENDS hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

Section 25. Nonwaiver. The failure of CITY to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, CITY'S right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 26. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 27. Rules of Construction. The headings and captions of this Agreement arc provided for convenience only and are not intended to have effect in the construction or interpretation of

this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against CITY or FRIENDS on the basis of which party drafted the uncertain or ambiguous language. On the contrary, all parties have reviewed this Agreement, shall be construed, and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of all parties hereto.

Section 28. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 29. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 30. Time is of the Essence. CITY and FRIENDS each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 31. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, FRIENDS shall be free to provide services to other clients, and CITY shall be free to engage the services of other entities for the provision of some or all the Services set forth in this Agreement.

Section 32. Prohibition Against Financial Interest in Agreement. No elected official or employee of CITY shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of CITY shall be deemed to be a financial interest of such elected official or employee of CITY. Any willful violation of this provision, with the expressed or implied knowledge of FREINDS, shall render this Agreement voidable by CITY and shall

entitle CITY to recover, in addition to any other rights and remedies available to CITY, all monies paid by City to FRIENDS pursuant to this Agreement without regard to FRIENDS' satisfactory performance of such Services.

Section 33. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 34. Complete Agreement. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior stipulations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

SECTION 35. Opportunity to Consult with Counsel. FRIENDS acknowledges that it has had an opportunity to consult with and be represented by counsel of **FRIENDS'** choosing in the review of this Agreement, that it has have been advised by the CITY to do so, that **FRIENDS** is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that **FRIENDS** enters into this Agreement freely, without duress or coercion, and based on the **FRIENDS'** own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. **FRIENDS** further represents and acknowledges that it has been provided a reasonable period of time within which to review the terms of this Agreement.

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

CITY OF MOBILE, A Municipal Corporation

BY:_____
Its Mayor

ATTEST:

By:_____
Its City Clerk

FRIENDS OF MUNICIPAL PARK

By:_____
Its _____[Title]

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplement said information.

FRIENDS OF MUNICIPAL PARK

By:_____
Its _____[Title]

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____ the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ [Title] of FRIENDS OF MUNICIPAL PARK, 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 Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20____.

{SEAL}

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF MOBILE AND
FRIENDS OF MUNICIPAL PARK

THIS cooperative endeavor agreement (hereinafter called "Agreement") made and entered into by and between the City of Mobile (hereinafter called "CITY"), and Friends of Municipal Park, (hereinafter called "FRIENDS"), for the purpose of the management, maintenance, repair and renovation of Langan/Municipal Park (hereinafter "Project") in cooperation with the Mobile Parks and Recreation Department (hereinafter "Parks"); and, effective as of the _____ day of _____, 2024.

WHEREAS CITY hereby agrees to pay FRIENDS the sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00)**, for the management, maintenance, repair, and renovation of Langan/Municipal Park, and payable for the period from the execution of this Agreement to **April 01, 2026**. Said funds will be disbursed in a single payment which shall result from a written request to be delivered to the City's Accounting Department. At the expiration or termination of the contract, all sums not used for said project shall be returned to the City. **Additionally, FRIENDS agrees to submit quarterly activity reports and financial statements. Failure to provide said reports and statements may initiate the clawback provision of this agreement.**

FRIENDS agrees that it shall be responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City, and that the monies received from the City under this Agreement shall be used only for the purpose of the Project.

CLAWBACK PROVISION

FRIENDS acknowledges that any failure on its part to obtain or maintain CITY approval of Project plans shall be deemed a material breach of this Agreement and may expose City to risks and potentially cause City to incur costs not contemplated by this Agreement, the extent of which will be extremely difficult to ascertain. Accordingly, failure by FRIENDS to submit an advance Project plan or to enter contracts or incur expenses without the express approval of the CITY, or failure to

submit quarterly activity reports in a form acceptable to PARKS, may result in the demand of the return of the balance of all remaining funds provided to FRIENDS from CITY in this Agreement. The parties agree that such sum represents fair and reasonable compensation for the additional risk/costs that City will incur by reason of FRIENDS' breach of the covenant(s) of this Agreement.

Such decrease in contract sum due FRIENDS shall in no event constitute a waiver of FRIENDS' Default or Breach with respect to the failure to maintain the Project, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve FRIENDS of its obligation to maintain other services, such as the insurance (FRIENDS' own policy and the CITY policy) specified in this Agreement. FRIENDS' failure to obtain and continuously maintain policies of insurance in accordance with this Agreement shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of FRIENDS arising from performance or non-performance of this Agreement. The right of the City to recapture/clawback any sums from FRIENDS shall survive the termination of this Agreement; and

WHEREAS CITY has agreed to work in cooperation with FRIENDS to facilitate the Project to determine necessary repairs and renovations to include bathrooms, concession stands, athletic fields, light fixtures, fields, and batting cages to provide recreational opportunities for the residents of Mobile, CITY and FRIENDS covenants and agree as follows:

DEFINITIONS

MAINTENANCE: Routine actions performed to keep assets in good operating condition to prevent damage and avoid equipment failure or downtime. Acts intended to prolong the life of the equipment or fixture. Work performed to preserve the functionality, performance, and safety over a machine or fixture's lifespan. Includes, but not limited to, regularly scheduled inspections to detect signs of deterioration and equipment failure, regularly cleaning, painting, performing safety inspections, replacing asset components and the installation of things such as new lighting.

PUBLIC PROPERTY. Real property which the state, county, municipality, or awarding authority thereof owns or has a contractual right to own or purchase, including easements, rights-of-way, or otherwise.

PUBLIC WORKS: The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

REPAIR: Restoration work when equipment or fixtures are broken, damaged or stops working. Actions taken to restore the proper functionality of an asset. Returning something broken back to optimal working condition.

ARTICLE I

Section 1. Services to be performed by FRIENDS. FRIENDS shall perform each of the services as set forth in this Article (collectively, the "Services"):

A. Maintain a Board having at least one executive member representative from each of the Baseball Association and the Football Association, said member to serve on the Board for every term. FRIENDS shall provide a copy of the Baseball/Football Board's current mission statement, constitution, bylaws, and Standard Operating Procedures to PARKS, and to provide any future amendments to same to PARKS within seven (7) days from amendment;

B. Provide within thirty days of execution of this agreement documentation to verify completed PARKS approved background screenings on all Municipal Park (hereinafter "LANGAN") volunteers, employees or temporary help including, but not limited to, Board members, coaches, assistant coaches, staff, members of FRIENDS, its employees or full-time or temporary assistants (collectively "associates") in any capacity that are associated with the Project or maintenance of LANGAN. Any current FRIENDS associates without said screening shall submit to said screening, and the results provided to PARKS within thirty (30) days. No future associate shall be accepted by FRIENDS until a background screening is complete and results provided to PARKS;

C. Notify PARKS immediately in the event of any incident or injury which has resulted in the response of first responders to LANGAN, any incident or injury which has resulted in medical attention to anyone at LANGAN, or any occurrence of a possible hazard or

dangerous condition at LANGAN. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident;

D. Ensure that all funds donated or collected by FRIENDS must be used for the benefit of or use at LANGAN exclusively. Activity reports for all funds received by FRIENDS, whether from the City or through donations, shall be submitted to PARKS quarterly along with financial statements upon request from PARKS but not less than quarterly. Annual disbursements to FRIENDS are dependent upon PARKS receipt of said reports and financial statements;

E. Where appropriate charge for the usage of the facility year-round with said costs approved in advance by PARKS, and maintain an accounting of all generated funds;

F. Maintain the "up-keep" of LANGAN, including but not limited to maintaining the grounds, playing fields, seating, restrooms, concession stands, field preparation prior to games, scoreboards upkeep, fences, bleachers, cutting or replacing grass and overall cleanliness of the Park including restrooms and parking areas;

G. Make all minor repairs not specifically dedicated as the responsibility of PARKS;

H. Maintain and/or require any necessary insurance for any CITY supported events taking place on the premises of LANGAN;

I. Act in the capacity of Liaison between the Boards for Baseball and Football activities at LANGAN;

J. Establish a system of scheduling games, tournaments, or events in coordination with PARKS;

K. Establish a system for raising revenue to continue to provide and expand upon Services;

L. Purchase consumables for the proper care and administration of the fields, such as chalk, sand, paint, and supplies for any concession stand;

M. Employ/hire as necessary laborers for the management of field care, concession stand food sales and maintenance and minor repair of said fields, buildings and LANGAN structures including, but not limited to, scoreboards, fences and seating of any type or kind;

N. Coordinate with the CITY Architectural and Engineering Department (A&E) for the application and obtaining of any required permits or licenses necessary to facilitate the

Project, it being agreed that each portion of the Project must have written verification from A&E as to whether a permit is required before the expenditure of funds;

O. Purchase and maintain any electronic communications or broadcasting equipment;

P. Submit any plans for the Project, or portions thereof, to A&E for review, approval, and verification as to Competitive Bid Law and Public Works Bid Law Compliance. The complete plan for LANGAN renovations and improvements are to be submitted to A&E within ninety (90) days of execution of this Agreement;

Q. Provide any copies of any drawings, warranties, and other documentation relevant to the care and maintenance of LANGAN to CITY and PARKS to retain;

R. Cooperate with PARKS in providing services for CITY as needed;

S. In addition to the reporting requirements listed above, submit a quarterly report to PARKS of all expenditures, revenue produced, accomplishments and status of programs to produce and increase revenue and provide documentation on how said revenue was used to support the Project.

T. Within ninety (90) days of the execution of this Agreement submit to CITY a long-term plan for the PROJECT, to include ground repairs and beautification, field maintenance, American with Disabilities Act compliance, concession stand improvements and football/baseball field conversion;

U. Serve as a Consultant to PARKS on a long term basis and submit all recommended plans and a scope of work for all portions of the PROJECT recommended by FRIENDS. No funds may be disbursed for purchases or contracts with any engineer, contractor, other consultant, or entity for the purpose of construction, renovations or repairs beyond those minor repairs and maintenance designated as services of FRIENDS unless FRIENDS has previously submitted project plans to A&E, and have received confirmation from A&E of Competitive Bid Law and Public Works Law compliance and that an intended portion of the project is not the sole responsibility of PARKS and/or the City.

V. Send a copy of all invoices to PARKS each quarter with the FRIENDS activity report.

Section 2. Standard of Care. FRIENDS hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, FRIENDS shall be obligated to

perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which FRIENDS is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. FRIENDS acknowledges and agrees that, at the option of either CITY or PARK, FRIENDS shall be obligated to re-perform at no additional cost to CITY any or all the Services that fail to satisfy the foregoing standard of care.

Section 3. Services to be performed by CITY.

City, by and through PARKS, will generally retain responsibility for the following services unless delegated to FRIENDS:

A. Provide for necessary repairs of any park infrastructure;
B. Provide for the maintenance of all park utilities;
C. Review any plans submitted by FRIENDS in a timely manner;
D. Provide administration of the Agreement through the Parks and Recreation Department of the City of Mobile;
E. Promptly communicate with the City Architectural and Engineering Department to review the FRIENDS long-term PROJECT plan for procurement law compliance;
F. Draft contracts for any Project plan requiring the services of contractors, architects, engineers, or consultants;

Review FRIENDS' long-term project and promptly inform FRIENDS as to any Competitive Bid Law or Public Works law compliance issues.

Section 4. Representations and Warranties. FRIENDS represents and warrants that:

A. The execution of this Agreement by FRIENDS' duly authorized representative shall be deemed a sworn statement by FRIENDS of its compliance with this representation and warranty;
B. FRIENDS, thorough its duly authorized representative, has the full power and authority to enter into and execute this Agreement, and, as such, this Agreement is legally binding upon and enforceable against FRIENDS in accordance with its terms;

C. FRIENDS is not under any obligation to any party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations hereunder;

D. FRIENDS has the requisite expertise, qualifications, staff, materials, and equipment in place and available to enable it to fully perform the Services and FRIENDS, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;

E. As of the Effective Date of this Agreement, FRIENDS has no knowledge of any undisclosed fact that could materially adversely affect its condition (financially or otherwise), business operations or its ability to fulfill its obligations under this Agreement;

F. FRIENDS is not in breach of any federal, state, or local statute or regulation applicable to FRIENDS or its operations;

G. FRIENDS' work shall be accurate and free from any material errors. FRIEND's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by the CITY or PARKS, nor shall FRIENDS be released from liability by reason of such approval by the CITY or PARKS, it being understood that CITY and PARKS at all times, is ultimately relying on FRIENDS' skill and knowledge in performing the Services;

H. FRIENDS is bonded if required by law and fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of FRIENDS or its employees or sub-contractors in the performance of its obligations under this Agreement; For the term of this Agreement, FRIENDS, at FRIENDS expense, shall acquire and maintain in full force and effect liability and comprehensive insurance as further described in Article IX below;

I. FRIENDS has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily or its own volition;

J. FRIENDS warrants to fully understand the Competitive Bid Law and the Public Works Law and shall provide all necessary plans and modifications to A&E to ensure strict compliance.

ARTICLE II
TERM

Section 5. Term. This Agreement shall commence on the Effective date and shall continue for a period of two years unless terminated in accord with a term herein. It is understood and acknowledged by FRIENDS that the Services described above are expected to be completed within this time period. All funds not used by FRIENDS to complete the long-term project of LANGAN improvements shall be returned to CITY upon expiration or termination of this Agreement, regardless of whether terminated by cause or convenience.

ARTICLE III
NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 6. FRIENDS shall not discriminate. In the performance of this Agreement, FRIENDS agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Section 8. Subcontracts. FRIENDS shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. FRIENDS' failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE IV
INDEMNIFICATION

Section 9. Duty to Indemnify City Against Loss. To the fullest extent permitted by law, FRIENDS shall protect, defend, indemnify and hold harmless City, its agents, elected officials and employees (collectively, the "Indemnified Parties") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by FRIENDS or any

subcontractor or (b) any act outside the scope of the Services by FRIENDS or any subcontractor. By way of illustration-not limitation, FRIENDS' obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by FRIENDS: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by FRIENDS and (iv) liens, claims or actions made by FRIENDS, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar. FRIENDS hereby confirms and agrees that FRIENDS is not a person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design, or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.

Section 10. Independent Duty to Defend. FRIENDS specifically acknowledges and agrees that it has an immediate and independent obligation to, at City's option, (a) defend City from or (b) reimburse City for its costs incurred in the defense of any claim that actually or potentially falls within this Article VI, even if the allegations are or may be groundless, false, or fraudulent. This obligation shall remain in full force and effect even if FRIENDS is ultimately absolved from liability.

Section 11. Expenses. All expenses, including, without limitation, reasonable attorney fees, incurred by CITY in enforcing this Agreement shall be borne by FRIENDS.

ARTICLE V
INDEPENDENT FRIENDS STATUS

Section 12. Independent FRIENDS Status. FRIENDS shall not be deemed an employee, servant, agent, partner, or joint venturer of CITY. Rather, FRIENDS herein expressly acknowledges and agrees that it is providing services exclusively as an independent entity to CITY. As such, FRIENDS agrees that it shall not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of CITY. Further, FRIENDS acknowledges and agrees that, as an independent entity, neither FRIENDS nor any of its employees shall be entitled to receive any benefits that employees of CITY are entitled to receive,

including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to CITY under this Agreement.

ARTICLE VI
GOVERNING LAW, JURISDICTION, AND VENUE

Section 13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama and FRIENDS expressly waives any pleas of jurisdiction.

ARTICLE VII
RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

Section 14. Retention. FRIENDS agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of FRIENDS' profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 15. Right to Audit: Access. At any time during normal business hours. upon receipt of reasonable notice and as often as CITY may deem necessary, FRIENDS shall make all data, records, reports, and all other materials relating to this Agreement available to CITY for examination and copying. In addition, FRIENDS shall permit CITY to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records, and other data necessary to enable CITY to verify the accuracy of FRIENDS' invoices for payment for the performance of the Services.

Section 16. Ownership. All data collected and all products of work prepared, created, or modified by FRIENDS in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code. documents, records, disks, original drawings, or other such material, regardless of form and

whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of CITY, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of CITY. City shall have all rights, title, and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of CITY. All such Work Product may be used and distributed for any purpose deemed appropriate by CITY without the consent of and for no additional consideration owing to FRIENDS.

ARTICLE VIII
TERMINATION

Section 17. Termination for Cause. CITY and FRIENDS shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 18. Termination for Convenience. CITY and FRIENDS shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event CITY elects to terminate for convenience, CITY shall be obligated to pay FRIENDS only for those Services performed up to and through the date of termination.

Section 19. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE IX

INSURANCE

Section 20. Insurance. For the term of this Agreement, FRIENDS 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

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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.

   Limit of Liability: $1,000,000 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 two (2) 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. FRIENDs 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 FRIEND'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.

ARTICLE X

NOTICE

Section 21. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to CITY: Parks and Recreation
Director
48 North Sage Avenue
Mobile, AL 36607

Copy to: City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633

If to FRIENDS
Friends of Municipal Park
C/O Northwest Registered Agent Service 1
212 W. Troy St. Suite B
Dothan, AL 36303

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and FRIENDS.

ARTICLE XI
GENERAL PROVISIONS

Section 22. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 23. Conflict of Interest. FRIENDS agrees to decline any offer of work, whether as an independent or employee, if such work would (a) affect FRIENDS' independent professional

judgment with respect to its performance of the Services or (b) in any way interfere with FRIENDS' ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with FRIENDS. However, FRIENDS shall be obligated to notify CITY and provide full disclosure as to any possible adverse effects of such work as it relates to FRIENDS' independent professional judgment or the discharge of any of its obligation, under this Agreement. The final decision as to whether any such work proposes a prohibited conflict of interest shall rest with CITY.

Section 24. Compliance with Laws: FRIENDS hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

Section 25. Nonwaiver. The failure of CITY to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, CITY'S right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 26. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 27. Rules of Construction. The headings and captions of this Agreement arc provided for convenience only and are not intended to have effect in the construction or interpretation of

this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against CITY or FRIENDS on the basis of which party drafted the uncertain or ambiguous language. On the contrary, all parties have reviewed this Agreement, shall be construed, and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of all parties hereto.

Section 28. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 29. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 30. Time is of the Essence. CITY and FRIENDS each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 31. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, FRIENDS shall be free to provide services to other clients, and CITY shall be free to engage the services of other entities for the provision of some or all the Services set forth in this Agreement.

Section 32. Prohibition Against Financial Interest in Agreement. No elected official or employee of CITY shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of CITY shall be deemed to be a financial interest of such elected official or employee of CITY. Any willful violation of this provision, with the expressed or implied knowledge of FREINDS, shall render this Agreement voidable by CITY and shall

entitle CITY to recover, in addition to any other rights and remedies available to CITY, all monies paid by City to FRIENDS pursuant to this Agreement without regard to FRIENDS' satisfactory performance of such Services.

Section 33. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 34. Complete Agreement. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior stipulations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

SECTION 35. Opportunity to Consult with Counsel. FRIENDS acknowledges that it has had an opportunity to consult with and be represented by counsel of **FRIENDS'** choosing in the review of this Agreement, that it has have been advised by the CITY to do so, that **FRIENDS** is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that **FRIENDS** enters into this Agreement freely, without duress or coercion, and based on the **FRIENDS'** own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. **FRIENDS** further represents and acknowledges that it has been provided a reasonable period of time within which to review the terms of this Agreement.

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

CITY OF MOBILE, A Municipal Corporation

BY:_____
Its Mayor

ATTEST:

By:_____
Its City Clerk

FRIENDS OF MUNICIPAL PARK

By:_____
Its _____[Title]

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplement said information.

FRIENDS OF MUNICIPAL PARK

By:_____
Its _____[Title]

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____ the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ [Title] of FRIENDS OF MUNICIPAL PARK, 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 Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20____.

{SEAL}

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF MOBILE AND
FRIENDS OF MUNICIPAL PARK

THIS cooperative endeavor agreement (hereinafter called "Agreement") made and entered into by and between the City of Mobile (hereinafter called "CITY"), and Friends of Municipal Park, (hereinafter called "FRIENDS"), for the purpose of the management, maintenance, repair and renovation of Langan/Municipal Park (hereinafter "Project") in cooperation with the Mobile Parks and Recreation Department (hereinafter "Parks"); and, effective as of the _____ day of _____, 2024.

WHEREAS CITY hereby agrees to pay FRIENDS the sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($500,000.00)**, for the management, maintenance, repair, and renovation of Langan/Municipal Park, and payable for the period from the execution of this Agreement to **April 01, 2026**. Said funds will be disbursed in a single payment which shall result from a written request to be delivered to the City's Accounting Department. At the expiration or termination of the contract, all sums not used for said project shall be returned to the City. **Additionally, FRIENDS agrees to submit quarterly activity reports and financial statements. Failure to provide said reports and statements may initiate the clawback provision of this agreement.**

FRIENDS agrees that it shall be responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City, and that the monies received from the City under this Agreement shall be used only for the purpose of the Project.

CLAWBACK PROVISION

FRIENDS acknowledges that any failure on its part to obtain or maintain CITY approval of Project plans shall be deemed a material breach of this Agreement and may expose City to risks and potentially cause City to incur costs not contemplated by this Agreement, the extent of which will be extremely difficult to ascertain. Accordingly, failure by FRIENDS to submit an advance Project plan or to enter contracts or incur expenses without the express approval of the CITY, or failure to

submit quarterly activity reports in a form acceptable to PARKS, may result in the demand of the return of the balance of all remaining funds provided to FRIENDS from CITY in this Agreement. The parties agree that such sum represents fair and reasonable compensation for the additional risk/costs that City will incur by reason of FRIENDS' breach of the covenant(s) of this Agreement.

Such decrease in contract sum due FRIENDS shall in no event constitute a waiver of FRIENDS' Default or Breach with respect to the failure to maintain the Project, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve FRIENDS of its obligation to maintain other services, such as the insurance (FRIENDS' own policy and the CITY policy) specified in this Agreement. FRIENDS' failure to obtain and continuously maintain policies of insurance in accordance with this Agreement shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of FRIENDS arising from performance or non-performance of this Agreement. The right of the City to recapture/clawback any sums from FRIENDS shall survive the termination of this Agreement; and

WHEREAS CITY has agreed to work in cooperation with FRIENDS to facilitate the Project to determine necessary repairs and renovations to include bathrooms, concession stands, athletic fields, light fixtures, fields, and batting cages to provide recreational opportunities for the residents of Mobile, CITY and FRIENDS covenants and agree as follows:

DEFINITIONS

MAINTENANCE: Routine actions performed to keep assets in good operating condition to prevent damage and avoid equipment failure or downtime. Acts intended to prolong the life of the equipment or fixture. Work performed to preserve the functionality, performance, and safety over a machine or fixture's lifespan. Includes, but not limited to, regularly scheduled inspections to detect signs of deterioration and equipment failure, regularly cleaning, painting, performing safety inspections, replacing asset components and the installation of things such as new lighting.

PUBLIC PROPERTY. Real property which the state, county, municipality, or awarding authority thereof owns or has a contractual right to own or purchase, including easements, rights-of-way, or otherwise.

PUBLIC WORKS: The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

REPAIR: Restoration work when equipment or fixtures are broken, damaged or stops working. Actions taken to restore the proper functionality of an asset. Returning something broken back to optimal working condition.

ARTICLE I

Section 1. Services to be performed by FRIENDS. FRIENDS shall perform each of the services as set forth in this Article (collectively, the "Services"):

A. Maintain a Board having at least one executive member representative from each of the Baseball Association and the Football Association, said member to serve on the Board for every term. FRIENDS shall provide a copy of the Baseball/Football Board's current mission statement, constitution, bylaws, and Standard Operating Procedures to PARKS, and to provide any future amendments to same to PARKS within seven (7) days from amendment;

B. Provide within thirty days of execution of this agreement documentation to verify completed PARKS approved background screenings on all Municipal Park (hereinafter "LANGAN") volunteers, employees or temporary help including, but not limited to, Board members, coaches, assistant coaches, staff, members of FRIENDS, its employees or full-time or temporary assistants (collectively "associates") in any capacity that are associated with the Project or maintenance of LANGAN. Any current FRIENDS associates without said screening shall submit to said screening, and the results provided to PARKS within thirty (30) days. No future associate shall be accepted by FRIENDS until a background screening is complete and results provided to PARKS;

C. Notify PARKS immediately in the event of any incident or injury which has resulted in the response of first responders to LANGAN, any incident or injury which has resulted in medical attention to anyone at LANGAN, or any occurrence of a possible hazard or

dangerous condition at LANGAN. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident;

D. Ensure that all funds donated or collected by FRIENDS must be used for the benefit of or use at LANGAN exclusively. Activity reports for all funds received by FRIENDS, whether from the City or through donations, shall be submitted to PARKS quarterly along with financial statements upon request from PARKS but not less than quarterly. Annual disbursements to FRIENDS are dependent upon PARKS receipt of said reports and financial statements;

E. Where appropriate charge for the usage of the facility year-round with said costs approved in advance by PARKS, and maintain an accounting of all generated funds;

F. Maintain the "up-keep" of LANGAN, including but not limited to maintaining the grounds, playing fields, seating, restrooms, concession stands, field preparation prior to games, scoreboards upkeep, fences, bleachers, cutting or replacing grass and overall cleanliness of the Park including restrooms and parking areas;

G. Make all minor repairs not specifically dedicated as the responsibility of PARKS;

H. Maintain and/or require any necessary insurance for any CITY supported events taking place on the premises of LANGAN;

I. Act in the capacity of Liaison between the Boards for Baseball and Football activities at LANGAN;

J. Establish a system of scheduling games, tournaments, or events in coordination with PARKS;

K. Establish a system for raising revenue to continue to provide and expand upon Services;

L. Purchase consumables for the proper care and administration of the fields, such as chalk, sand, paint, and supplies for any concession stand;

M. Employ/hire as necessary laborers for the management of field care, concession stand food sales and maintenance and minor repair of said fields, buildings and LANGAN structures including, but not limited to, scoreboards, fences and seating of any type or kind;

N. Coordinate with the CITY Architectural and Engineering Department (A&E) for the application and obtaining of any required permits or licenses necessary to facilitate the

Project, it being agreed that each portion of the Project must have written verification from A&E as to whether a permit is required before the expenditure of funds;

O. Purchase and maintain any electronic communications or broadcasting equipment;

P. Submit any plans for the Project, or portions thereof, to A&E for review, approval, and verification as to Competitive Bid Law and Public Works Bid Law Compliance. The complete plan for LANGAN renovations and improvements are to be submitted to A&E within ninety (90) days of execution of this Agreement;

Q. Provide any copies of any drawings, warranties, and other documentation relevant to the care and maintenance of LANGAN to CITY and PARKS to retain;

R. Cooperate with PARKS in providing services for CITY as needed;

S. In addition to the reporting requirements listed above, submit a quarterly report to PARKS of all expenditures, revenue produced, accomplishments and status of programs to produce and increase revenue and provide documentation on how said revenue was used to support the Project.

T. Within ninety (90) days of the execution of this Agreement submit to CITY a long-term plan for the PROJECT, to include ground repairs and beautification, field maintenance, American with Disabilities Act compliance, concession stand improvements and football/baseball field conversion;

U. Serve as a Consultant to PARKS on a long term basis and submit all recommended plans and a scope of work for all portions of the PROJECT recommended by FRIENDS. No funds may be disbursed for purchases or contracts with any engineer, contractor, other consultant, or entity for the purpose of construction, renovations or repairs beyond those minor repairs and maintenance designated as services of FRIENDS unless FRIENDS has previously submitted project plans to A&E, and have received confirmation from A&E of Competitive Bid Law and Public Works Law compliance and that an intended portion of the project is not the sole responsibility of PARKS and/or the City.

V. Send a copy of all invoices to PARKS each quarter with the FRIENDS activity report.

Section 2. Standard of Care. FRIENDS hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, FRIENDS shall be obligated to

perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which FRIENDS is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. FRIENDS acknowledges and agrees that, at the option of either CITY or PARK, FRIENDS shall be obligated to re-perform at no additional cost to CITY any or all the Services that fail to satisfy the foregoing standard of care.

Section 3. Services to be performed by CITY.

City, by and through PARKS, will generally retain responsibility for the following services unless delegated to FRIENDS:

A. Provide for necessary repairs of any park infrastructure;
B. Provide for the maintenance of all park utilities;
C. Review any plans submitted by FRIENDS in a timely manner;
D. Provide administration of the Agreement through the Parks and Recreation Department of the City of Mobile;
E. Promptly communicate with the City Architectural and Engineering Department to review the FRIENDS long-term PROJECT plan for procurement law compliance;
F. Draft contracts for any Project plan requiring the services of contractors, architects, engineers, or consultants;

Review FRIENDS' long-term project and promptly inform FRIENDS as to any Competitive Bid Law or Public Works law compliance issues.

Section 4. Representations and Warranties. FRIENDS represents and warrants that:

A. The execution of this Agreement by FRIENDS' duly authorized representative shall be deemed a sworn statement by FRIENDS of its compliance with this representation and warranty;
B. FRIENDS, thorough its duly authorized representative, has the full power and authority to enter into and execute this Agreement, and, as such, this Agreement is legally binding upon and enforceable against FRIENDS in accordance with its terms;

C. FRIENDS is not under any obligation to any party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations hereunder;

D. FRIENDS has the requisite expertise, qualifications, staff, materials, and equipment in place and available to enable it to fully perform the Services and FRIENDS, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;

E. As of the Effective Date of this Agreement, FRIENDS has no knowledge of any undisclosed fact that could materially adversely affect its condition (financially or otherwise), business operations or its ability to fulfill its obligations under this Agreement;

F. FRIENDS is not in breach of any federal, state, or local statute or regulation applicable to FRIENDS or its operations;

G. FRIENDS' work shall be accurate and free from any material errors. FRIEND's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by the CITY or PARKS, nor shall FRIENDS be released from liability by reason of such approval by the CITY or PARKS, it being understood that CITY and PARKS at all times, is ultimately relying on FRIENDS' skill and knowledge in performing the Services;

H. FRIENDS is bonded if required by law and fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of FRIENDS or its employees or sub-contractors in the performance of its obligations under this Agreement; For the term of this Agreement, FRIENDS, at FRIENDS expense, shall acquire and maintain in full force and effect liability and comprehensive insurance as further described in Article IX below;

I. FRIENDS has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily or its own volition;

J. FRIENDS warrants to fully understand the Competitive Bid Law and the Public Works Law and shall provide all necessary plans and modifications to A&E to ensure strict compliance.

ARTICLE II
TERM

Section 5. Term. This Agreement shall commence on the Effective date and shall continue for a period of two years unless terminated in accord with a term herein. It is understood and acknowledged by FRIENDS that the Services described above are expected to be completed within this time period. All funds not used by FRIENDS to complete the long-term project of LANGAN improvements shall be returned to CITY upon expiration or termination of this Agreement, regardless of whether terminated by cause or convenience.

ARTICLE III
NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 6. FRIENDS shall not discriminate. In the performance of this Agreement, FRIENDS agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Section 8. Subcontracts. FRIENDS shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. FRIENDS' failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE IV
INDEMNIFICATION

Section 9. Duty to Indemnify City Against Loss. To the fullest extent permitted by law, FRIENDS shall protect, defend, indemnify and hold harmless City, its agents, elected officials and employees (collectively, the "Indemnified Parties") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by FRIENDS or any

subcontractor or (b) any act outside the scope of the Services by FRIENDS or any subcontractor. By way of illustration-not limitation, FRIENDS' obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by FRIENDS: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by FRIENDS and (iv) liens, claims or actions made by FRIENDS, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar. FRIENDS hereby confirms and agrees that FRIENDS is not a person or entity who is licensed or authorized in this state to practice architecture, landscape architecture, surveying, engineering, interior design, or geology, and not subject to Alabama Act 2021-318 regarding professional liability insurance, for the performance or obligations of this contract.

Section 10. Independent Duty to Defend. FRIENDS specifically acknowledges and agrees that it has an immediate and independent obligation to, at City's option, (a) defend City from or (b) reimburse City for its costs incurred in the defense of any claim that actually or potentially falls within this Article VI, even if the allegations are or may be groundless, false, or fraudulent. This obligation shall remain in full force and effect even if FRIENDS is ultimately absolved from liability.

Section 11. Expenses. All expenses, including, without limitation, reasonable attorney fees, incurred by CITY in enforcing this Agreement shall be borne by FRIENDS.

ARTICLE V
INDEPENDENT FRIENDS STATUS

Section 12. Independent FRIENDS Status. FRIENDS shall not be deemed an employee, servant, agent, partner, or joint venturer of CITY. Rather, FRIENDS herein expressly acknowledges and agrees that it is providing services exclusively as an independent entity to CITY. As such, FRIENDS agrees that it shall not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of CITY. Further, FRIENDS acknowledges and agrees that, as an independent entity, neither FRIENDS nor any of its employees shall be entitled to receive any benefits that employees of CITY are entitled to receive,

including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to CITY under this Agreement.

ARTICLE VI
GOVERNING LAW, JURISDICTION, AND VENUE

Section 13. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama and FRIENDS expressly waives any pleas of jurisdiction.

ARTICLE VII
RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

Section 14. Retention. FRIENDS agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of FRIENDS' profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Section 15. Right to Audit: Access. At any time during normal business hours. upon receipt of reasonable notice and as often as CITY may deem necessary, FRIENDS shall make all data, records, reports, and all other materials relating to this Agreement available to CITY for examination and copying. In addition, FRIENDS shall permit CITY to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records, and other data necessary to enable CITY to verify the accuracy of FRIENDS' invoices for payment for the performance of the Services.

Section 16. Ownership. All data collected and all products of work prepared, created, or modified by FRIENDS in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code. documents, records, disks, original drawings, or other such material, regardless of form and

whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of CITY, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of CITY. City shall have all rights, title, and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of CITY. All such Work Product may be used and distributed for any purpose deemed appropriate by CITY without the consent of and for no additional consideration owing to FRIENDS.

ARTICLE VIII
TERMINATION

Section 17. Termination for Cause. CITY and FRIENDS shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

Section 18. Termination for Convenience. CITY and FRIENDS shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event CITY elects to terminate for convenience, CITY shall be obligated to pay FRIENDS only for those Services performed up to and through the date of termination.

Section 19. Survival of Certain Provisions. All representations and warranties and all responsibilities regarding record retention, access and ownership, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

ARTICLE IX

INSURANCE

Section 20. Insurance. For the term of this Agreement, FRIENDS 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

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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.

   Limit of Liability: $1,000,000 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 two (2) 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. FRIENDs 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 FRIEND'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.

ARTICLE X

NOTICE

Section 21. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to CITY: Parks and Recreation
Director
48 North Sage Avenue
Mobile, AL 36607

Copy to: City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633

If to FRIENDS
Friends of Municipal Park
C/O Northwest Registered Agent Service 1
212 W. Troy St. Suite B
Dothan, AL 36303

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and FRIENDS.

ARTICLE XI
GENERAL PROVISIONS

Section 22. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 23. Conflict of Interest. FRIENDS agrees to decline any offer of work, whether as an independent or employee, if such work would (a) affect FRIENDS' independent professional

judgment with respect to its performance of the Services or (b) in any way interfere with FRIENDS' ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with FRIENDS. However, FRIENDS shall be obligated to notify CITY and provide full disclosure as to any possible adverse effects of such work as it relates to FRIENDS' independent professional judgment or the discharge of any of its obligation, under this Agreement. The final decision as to whether any such work proposes a prohibited conflict of interest shall rest with CITY.

Section 24. Compliance with Laws: FRIENDS hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

Section 25. Nonwaiver. The failure of CITY to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, CITY'S right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

Section 26. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 27. Rules of Construction. The headings and captions of this Agreement arc provided for convenience only and are not intended to have effect in the construction or interpretation of

this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against CITY or FRIENDS on the basis of which party drafted the uncertain or ambiguous language. On the contrary, all parties have reviewed this Agreement, shall be construed, and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of all parties hereto.

Section 28. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 29. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

Section 30. Time is of the Essence. CITY and FRIENDS each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 31. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, FRIENDS shall be free to provide services to other clients, and CITY shall be free to engage the services of other entities for the provision of some or all the Services set forth in this Agreement.

Section 32. Prohibition Against Financial Interest in Agreement. No elected official or employee of CITY shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of CITY shall be deemed to be a financial interest of such elected official or employee of CITY. Any willful violation of this provision, with the expressed or implied knowledge of FREINDS, shall render this Agreement voidable by CITY and shall

entitle CITY to recover, in addition to any other rights and remedies available to CITY, all monies paid by City to FRIENDS pursuant to this Agreement without regard to FRIENDS' satisfactory performance of such Services.

Section 33. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 34. Complete Agreement. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior stipulations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

SECTION 35. Opportunity to Consult with Counsel. FRIENDS acknowledges that it has had an opportunity to consult with and be represented by counsel of **FRIENDS'** choosing in the review of this Agreement, that it has have been advised by the CITY to do so, that **FRIENDS** is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that **FRIENDS** enters into this Agreement freely, without duress or coercion, and based on the **FRIENDS'** own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. **FRIENDS** further represents and acknowledges that it has been provided a reasonable period of time within which to review the terms of this Agreement.

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

CITY OF MOBILE, A Municipal Corporation

BY:_____
Its Mayor

ATTEST:

By:_____
Its City Clerk

FRIENDS OF MUNICIPAL PARK

By:_____
Its _____[Title]

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplement said information.

FRIENDS OF MUNICIPAL PARK

By:_____
Its _____[Title]

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, _____ the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ [Title] of FRIENDS OF MUNICIPAL PARK, 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 Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20____.

{SEAL}

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gametime for shade structures for Hackmeyer Park.
CIP

Amount of Contract:

$83,488.95

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

ATTACHMENTS:

Description	Type	Upload Date
20240425 Gametime Agenda Package POs	Cover Memo	4/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/25/2024 - 1:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
8027	2024	(3032) ARCHITECTURAL ENGINEERING	SHADE STRUCTURES FOR HACKMEYER PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$83,488.95	(289913) GAMETIME

Adopted:

_____
City Clerk

Bill To	Requisition 00008027-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GAMETIME	HACKMEYER PARK
P O BOX 1178	3710 SOUTH CONWAY DRIVE
	MOBILE, AL 36608
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	HACKMEYER PARK
	3710 SOUTH CONWAY DRIVE
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER OMNIA PARTNERS CONTRACT 2017001134 AND YOUR QUOTE 102326-01-07			
001	FOR MATERIALS & INSTALL OF SHADES	1.00	83488.95000	83488.95
	AT HACKMEYER PARK TO INCLUDE:	JOB		
	1-CSD0280339, SUPERIOR-CUSTOM SAIL			
	SHADE, 7 COLUMNS, 4 SAILS; 1-DWGS,			
	SUPERIOR-SEALED DRAWINGS; 1-AB&T,			
	SUPERIOR-ANCHOR BOLTS & TEMPLATES;			
	1-INSTALL, STRUTHERS			
	RECREATION-INSTALLATION OF SHADE			
	STRUCTURES			
	Additional Description Notes			
	PER YOUR QUOTE#102326-01-07, DATED 04.16.24			
	FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @ 251.208.7635			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E C0541 .CAPEQUIPMT. .			83488.95

Bill To	Requisition 00008027-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
GAMETIME	HACKMEYER PARK
P O BOX 1178	3710 SOUTH CONWAY DRIVE
	MOBILE, AL 36608
PELHAM, AL 35124	
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	BRENDA PARKER
	Deliver To
	HACKMEYER PARK
	3710 SOUTH CONWAY DRIVE
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
HACKMEYER PARK
3710 SOUTH CONWAY DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Deliver To
HACKMEYER PARK
3710 SOUTH CONWAY DRIVE
MOBILE, AL 36608
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 83488.95

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

Account			Amount	Remaining Budget
E C0541	.CAPEQUIPMT.	.	83488.95	37801.39

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	83488.95	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/23/24	CARLEEN STOUT	Auto approved by: 910519420

Bill To	Requisition 00008027-00 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: 910518227 Status: Released Page 3

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	HACKMEYER PARK 3710 SOUTH CONWAY DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To HACKMEYER PARK 3710 SOUTH CONWAY DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/23/24	CASSIE BOATWRIGHT			
	Approved	04/23/24	BRENDA RHODES			
	Approved	04/23/24	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	04/23/24	RELYA MALLORY		Auto approved by: 910511034	
	Queued	04/23/24	DONALD ROSE		Auto approved by: 910511034	
	Queued	04/23/24	SANDRA LEWIS		Auto approved by: 910511034	
	Queued	04/23/24	STEVEN KRONINGER		Auto approved by: 910511034	
	Queued	04/23/24	SAMANTHA COOLEY		Auto approved by: 910511034	
	Queued	04/23/24	JOHN PAINE		Auto approved by: 910511034	
	Queued	04/23/24	MICHAEL SPAFFORD		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

GameTime designs outdoor fitness spaces for all ages, abilities, and fitness levels through OMNIA Partners. Combine industry-leading outdoor fitness equipment with best-practice research to promote a HEALTHIER TOMORROW!

Click Your Industry

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

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.



- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**
  City of Charlotte, NC | 2017001134

VIEW CONTRACT DOCUMENTATION | CONTACT US

GameTime 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.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC
Contract Number: 2017001134

July 1, 2017 through June 30, 2022
Option to renew for two (2) additional two-year periods through June 30, 2026
RENEWED THROUGH June 30, 2026

Executive Summary

- Uniform Guidance
- Due Diligence
- Due Diligence

Master Agreement Documents

- GameTime Contract 2017001134
- GameTime Contract 2017001134
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9

Hi! Have a question? I'm here to...
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

- Contract Amendment 15

Solicitation Process

- RFP Playground Equipment 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- RFP 269-2017-028 Postings Document

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Fifteenth Amendment") is made and entered into this 22 of December 2023, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021, to incorporate a [redacted]% material surcharge.

J. The parties amended the Contract on May 17, 2021, to incorporate a [redacted]% material surcharge.

K. The parties amended the Contract on July 14, 2021, to incorporate a [redacted]% material surcharge.

L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.

O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

P. The parties now desire to amend the Contract to add new Products and Services and incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fifteenth Amendment by reference.
2. Defined terms used in this Fifteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2024 Master Price List which are attached hereto as Exhibit A.2.
4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2024 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.2.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fifteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: _____
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 12/18/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 14

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b82106208b08504836a6d96b82

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:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Beard Equipment Company for a John Deere Pro Gator 2020A turf sprayer for Parks & Recreation.
Parks capital equipment.

Amount of Contract:

$61,304.60

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240425 Beard Agenda Package POs	Cover Memo	4/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/25/2024 - 1:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2101	2024	(F7000) MOTOR POOL	JOHN DEERE PRO GATOR 2020A TURF SPRAYER FOR PARKS AND RECREATION (SEALED BID 5857)	$61,304.60	(022254) BEARD EQUIPMENT COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00002101-00 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: Approved Page 1

Vendor	Ship To
BEARD EQUIPMENT COMPANY	MUNICIPAL GARAGE
2480 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-330-7721	Delivery Reference
Fax 251-330-4680	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	022254				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	JOHN DEERE PRO GATOR 2020A TURF SPRAYER VENDOR PROVIDEING DEERE GATOR MODEL 2020A AITHE A DEERE HD200 SPRAYER UNIT MOUNTED TO THE GATOR CHASSIS AS PER CITY OF MOBILE BID #5857 AND YOUR QUOTE	1.00 EACH	61304.60000	61304.60

Additional Description Notes

JOHN DEERE PRO GATOR 2020A TURF SPRAYER 4 CYLINDER, LIQUID-COOLED, GASOLINE ENGINE, 34-HORSEPOWER, 2-WHEEL DRIVE, MANUAL SHIFT TRANSMISSION, REAR DIFFERENTIAL LOCK

AS PER CITY OF MOBILE BID #5857 AND YOUR QUOTE

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0022 .CAPEQUIPMT. . 61304.60

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 00002101-00 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: Approved Page 2

Vendor	Ship To
BEARD EQUIPMENT COMPANY	MUNICIPAL GARAGE
2480 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-330-7721	Delivery Reference
Fax 251-330-4680	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	022254				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			61304.60

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

Account			Amount	Remaining Budget
E E0022	.CAPEQUIPMT.	.	61304.60	161974.76

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	61304.60	13708035.67

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	11/20/23	KIM CARMODY	Auto approved by: 91055604
Approved	11/20/23	DANIEL OTTO	
Approved	11/20/23	BRENDA RHODES	
Approved	11/20/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/20/23	RELYA MALLORY	Auto approved by: 910511034
Unknown	04/24/24	JOHN PAINE	
Approved	04/24/24	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/24	JOHN PAINE	
Approved	04/24/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00002101-00 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: Approved Page 3

Vendor	Ship To
BEARD EQUIPMENT COMPANY	MUNICIPAL GARAGE
2480 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-330-7721	Delivery Reference
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	Deliver To
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	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	022254				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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 34,110.05		

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 Cty 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:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Insight Public Sector for annual license renewal for Apricot case management software for MPD Cyber.
American Rescue Plan federal grant.

Amount of Contract:

$17,086.82

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240425 Insight Agenda Package POs	Cover Memo	4/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/25/2024 - 1:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7432	2024	(1545) POLICE CYBER DIVISION	ANNUAL LICENSE SUBSCRIPTION RENEWAL FOR APRICOT CASE MANAGEMENT SOFTWARE FOR MPD CYBER (PRICE BELOW BID REQMT; BID EXEMPT AS SOFTWARE)	$17,086.82	(296399) INSIGHT PUBLIC SECTOR

Adopted:

_____

City Clerk

Bill To	Requisition 00007432-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- ARP FEDERAL GRANT FUNDS RENEWAL OF EXISTING SOFTWARE. PER OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) AND YOUR QUOTE #0227269275. SOFTWARE EXEMPTION PER STATE OF ALABAMA CODE 41-16-51 (a)(8). EMAIL SEAN.PHILLIPS@INSIGHT.COM AND DEBBIE.CHRISTIAN@INSIGHT.COM.			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- APRBSCTRAINING: SOCIAL SOLUTIONS BASIC TRAINING PACKAGE Vendor Item Inventory Item/Loc 1723	1.00 EACH	0.01000	0.01
1	5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			.01

Bill To	Requisition 00007432-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- APRICOT-PB SOCIAL SOLUTIONS APRICOT 360 BUNDLE THE APRICOT 360 LICENSE INCLUDES 10GB OF STORAGE WITH TWO USER LICENSES WITH ADMINISTRATOR PRIVILEGES-ADDITIONAL LICENSES FOR USERS OR DESIGNATED ADMINISTRATORS MAY BE PURCHASED ON A BASIS COVERAGE DATES: MARCH 28,2024 TO MARCH 28, 2025. Vendor Item Inventory Item/Loc 1723	15.00 EACH	766.87000	11503.05
1	5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			11503.05

Bill To	Requisition 00007432-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- CM-ATS-FF SOCIAL SOLUTIONS CASE MANAGEMENT TRAINING-LECTURES AND LABS - 1 YEAR. Vendor Item Inventory Item/Loc 1723	1.00 EACH	1843.44000	1843.44
	1 5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			1843.44
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER			

Bill To	Requisition 00007432-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- APRSILVERASCFFSCH SOCIAL SOLUTIONS APRICOT SILVER SUPPORT-TECHNICAL SUPPORT-1 YEAR COVERAGE DATES: MARCH 28,2024-MARCH 28,2025. Vendor Item Inventory Item/Loc 1723	1.00 EACH	3740.32000	3740.32
	1 5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			3740.32
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 17086.82

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

Bill To	Requisition 00007432-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E G-ARPCVIP .OPERSUPPLS. .		17086.82	410510.77

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

Account	Amount	Remaining Budget
5028.10.00.0000.0000.0000.0000.0000.44010.	17086.82	358786.80

ARP GRANT EXP OFFICE SUPPLIES

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

Activity	Date	Clerk	Comment
Unknown	04/12/24	LAPORTSIA NETTLES	
Approved	04/12/24	DONNA BRYARS	Auto approved by: 910520251
Approved	04/12/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	04/12/24	CODY SCOTT	Auto approved by: 910520251
Approved	04/12/24	NEJIBA BEN GHORBAL	Auto approved by: 910520251
Approved	04/12/24	LAPORTSIA NETTLES	
Approved	04/12/24	SHAUNAGYE SIMMS	Auto approved by: 910520251
Approved	04/12/24	RANDY THREADGILL	Auto approved by: 910520251
Approved	04/25/24	DONALD ROSE	Auto approved by: 9105fola
Approved	04/25/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	04/25/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	04/25/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	04/25/24	JOHN PAINE	Auto approved by: 9105fola
Approved	04/25/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	04/25/24	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jerry Pate Turf & Irrigation Inc. for one Toro triplex greens mower for Azalea City Golf Course.
Capital equipment.

Amount of Contract:

$56,157.07

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

ATTACHMENTS:

Description	Type	Upload Date
20240419 Pate Agenda Package POs	Cover Memo	4/19/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/25/2024 - 1:44 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
7982	2024	(F6130) AZALEA CITY GOLF COURSE	TORO TRIPLEX RIDING GREENS MOWER FOR AZALEA CITY GOLF COURSE (SEALED BID 5863, NEGOTIATED AWARD AFTER NO BIDS IAW AL CODE 41-16-50(B)(4))	$56,157.07	(101098) JERRY PATE TURF & IRRIGATION INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007982-00 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: Approved Page 1

Vendor	Ship To
JERRY PATE TURF & IRRIGATION INC	AZALEA CITY GOLF COURSE
301 SCHUBERT DRIVE	1000 GAILLARD DRIVE
	MOBILE, AL 36608
PENSACOLA, FL 32504	
Tel#800-700-7001	Delivery Reference
Fax 850-484-8596	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/24	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER CITY OF MOBILE BID #5863 AND ALABAMA CODE #41.16.50.B.4			
001	GOLF COURSE MAINT TOOL/EQUIP:	2.00 EACH	56157.07000	112314.14
	TRIPLEX RIDING GREENS MOWER, VENDOR TO PROVIDE TORO MODEL GR-3250-D 11 BLADE REELS TO BE PROVIDED WITH OPTIONS AS PER JERRY PATE QUOTE DATED 4-16-2024 PURCHASE AS PER ALABAMA CODE 41-16-50-b-4 AS PER CITY OF MOBILE BID #5863 AND ALABAMA CODE #41.16.50.B.4 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0013 .CAPEQUIPMT. .			112314.14

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Bill To	Requisition 00007982-00 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: Approved Page 2

Vendor	Ship To
JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/24	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			112314.14

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

Account			Amount	Remaining Budget
E E0013	.CAPEQUIPMT.	.	112314.14	11323.18

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	112314.14	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/18/24	COLIN MCKERN	Auto approved by: 910511059
Approved	04/18/24	MICHAEL AARON	
Approved	04/18/24	KIM CARMODY	Auto approved by: 910511059
Approved	04/18/24	BRENDA RHODES	
Approved	04/18/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/18/24	RELYA MALLORY	Auto approved by: 910511034
Approved	04/19/24	DONALD ROSE	Auto approved by: 9105paij
Approved	04/19/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/19/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/19/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/19/24	JOHN PAINE	
Approved	04/19/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Bill To	Requisition 00007982-00 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: Approved Page 3

Vendor	Ship To
JERRY PATE TURF & IRRIGATION INC	AZALEA CITY GOLF COURSE
301 SCHUBERT DRIVE	1000 GAILLARD DRIVE
	MOBILE, AL 36608
PENSACOLA, FL 32504	
Tel#800-700-7001	Delivery Reference
Fax 850-484-8596	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/24	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price

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: 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:
12/20/23	5863	Golf Course	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 12, 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.					

GOLF COURSE MOWING EQUIPMENT

Appx 1-2 RIDING TRIPLEX GOLF TEE MOWER,
TORO GREENSMASTER 3250-D OR EQUAL

Make_____ Model_____

Appx 1-2 RIDING TRIPLEX GREENS MOWER,
TORO GREENSMASTER 3250-D OR EQUAL

Make_____ Model_____

NOTE: Though the base unit is the same, the cutting heads are different.

To be as per above and attached specifications.

Upon award, the City will buy a minimum one (1) of each of the above.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

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.

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 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.

RIDING TRIPLEX TEE MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

		YES	NO
1	Engine = minimum of 24.8 HP, 3-cylinder, liquid cooled, diesel	_____	_____
2	Fuel capacity = minimum of 6 gallons	_____	_____
3	Drive = 2-wheel drive, parallel hydrostatic system	_____	_____
4	Speed = 0 - 5 mph in mow; 0 - 8 in transport	_____	_____
5	Controls = hand operated throttle	_____	_____
	hand operated lift/lower joystick for cutting units	_____	_____
	foot operated forward/reverse traction pedal	_____	_____
6	Gauges = hour meter	_____	_____
	indicator light for high engine temperature	_____	_____
7	Electrical system =		
	12-volt, 40-amp alternator	_____	_____
	safety interlock switch on the seat	_____	_____
	safety interlock switch on the parking brake	_____	_____
	safety interlock switch on the traction pedal	_____	_____
	high engine temperature kill with override switch	_____	_____
	warning light for water in fuel	_____	_____
8	Implement Drive =		
	bio-hydraulic oil, hydrostatic, single pump, 3 drive motors	_____	_____
9	Steering =		
	power steering, quick adjust steering arm, adjustable tilt wheel	_____	_____
10	Tires = three 19 x 10.5 - 8, tubeless, 2-ply, smooth tread	_____	_____
11	Leak detection (alarm sounds when hydraulic oil level is low)	_____	_____
12	Sound level = maximum of 85 dB at operator seat	_____	_____
13	Width of cut = minimum total of 59"	_____	_____
14	Cutting unit adjustment =		
	dual point adjustment of bedknife to reel, click adjusters	_____	_____
15	LED headlight kit	_____	_____
16	On-board backlapping kit	_____	_____
17	Seat = deluxe seat with arm rests	_____	_____

RIDING TRIPLEX TEE MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

18 Cutting units for tees =

three units, hydraulically driven from same side of unit	_____	_____
5-inch diameter	_____	_____
21-inch length	_____	_____
8 blades per reel	_____	_____
height of cut range 0.295" - 1.0"	_____	_____
bearings = stainless steel, sealed (no daily greasing)	_____	_____
front rollers = 2-inch Wiehle (grooved)	_____	_____
rear rollers = 2-inch solid with roller scrapers	_____	_____
aluminum frame	_____	_____
high cut bedknives	_____	_____

19 Manuals (in both printed and digital forms) =

owner's/operator's	_____	_____
service/technical	_____	_____
parts	_____	_____

20 Warranty = minimum of 2-year commercial warranty _____ _____

21 Manufacturer must have a full service dealer location no more than 75 miles of the City of Mobile that is (1) capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock. _____ _____

Vendor shall provide setup, deliver, and up to one-hour of operator training

RIDING TRIPLEX GREENS MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

		YES	NO
1	Engine = minimum of 24.8 HP, 3-cylinder, liquid cooled, diesel	_____	_____
2	Fuel capacity = minimum of 6 gallons	_____	_____
3	Drive = 2-wheel drive, parallel hydrostatic system	_____	_____
4	Speed = 0 - 5 mph in mow; 0 - 8 in transport	_____	_____
5	Controls = hand operated throttle	_____	_____
	hand operated lift/lower joystick for cutting units	_____	_____
	foot operated forward/reverse traction pedal	_____	_____
6	Gauges = hour meter	_____	_____
	indicator light for high engine temperature	_____	_____
7	Electrical system =		
	12-volt, 40-amp alternator	_____	_____
	safety interlock switch on the seat	_____	_____
	safety interlock switch on the parking brake	_____	_____
	safety interlock switch on the traction pedal	_____	_____
	high engine temperature kill with override switch	_____	_____
	warning light for water in fuel	_____	_____
8	Implement Drive =		
	bio-hydraulic oil, hydrostatic, single pump, 3 drive motors	_____	_____
9	Steering =		
	power steering, quick adjust steering arm, adjustable tilt wheel	_____	_____
10	Tires = three 19 x 10.5 - 8, tubeless, 2-ply, smooth tread	_____	_____
11	Leak detection (alarm sounds when hydraulic oil level is low)	_____	_____
12	Sound level = maximum of 85 dB at operator seat	_____	_____
13	Width of cut = minimum total of 59"	_____	_____
14	Cutting unit adjustment =		
	dual point adjustment of bedknife to reel, click adjusters	_____	_____
15	LED headlight kit	_____	_____
16	On-board backlapping kit	_____	_____
17	Seat = deluxe seat with arm rests	_____	_____

RIDING TRIPLEX GREENS MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

18 Cutting units for greens =

three units, hydraulically driven from same side of unit	_____	_____
5-inch diameter	_____	_____
21-inch length	_____	_____
11 blades per reel	_____	_____
height of cut range 0.062" - 0.297"	_____	_____
bearings = stainless steel, sealed (no daily greasing)	_____	_____
rollers = front & rear 2.5" solid steel	_____	_____
aluminum frame	_____	_____
independently mounted grass baskets	_____	_____
microcut bedknives (HOC 1/16" - 3/16")	_____	_____

19 Manuals (in both printed and digital forms) =

owner's/operator's	_____	_____
service/technical	_____	_____
parts	_____	_____

20 Warranty = minimum of 2-year commercial warranty _____ _____

21 Manufacturer must have a full service dealer location no more than 75 miles of the City of Mobile that is (1) capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock. _____ _____

Vendor shall provide setup, deliver, and up to one-hour of operator training

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:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jerry Pate Turf & Irrigation Inc. for one Toro triplex tee mower for Azalea City Golf Course.
Capital equipment.

Amount of Contract:

$54,362.68

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240419 Pate2 Agenda Package POs	Cover Memo	4/19/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/25/2024 - 1:45 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
7991	2024	(F6130) AZALEA CITY GOLF COURSE	TORO TRIPLEX RIDING TEE MOWER FOR AZALEA CITY GOLF COURSE (SEALED BID 5863, NEGOTIATED AWARD AFTER NO BIDS IAW AL CODE 41-16-50(B)(4))	$54,362.68	(101098) JERRY PATE TURF & IRRIGATION INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007991-00 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: Approved Page 1

Vendor	Ship To
JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/24	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER CITY OF MOBILE BID #5863 AND ALABAMA CODE #41.16.50.B.4			
001	GOLF COURSE MAINT TOOL/EQUIP: TRIPLEX GOLF TEE MOWER VENDOR TO PROVIDE TORO MODEL GR-3250-D 8 BLADE REELS. TO INCLUDE OPTIONS AS PER YOUR QUOTE DATED 4-16-2024 AS PER CITY OF MOBILE BID #5863 ALABAMA CODE 41-16-50-B-4 Vendor Item	1.00 EACH	54362.68000	54362.68
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0013 .CAPEQUIPMT. .			54362.68

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 54362.68

Bill To	Requisition 00007991-00 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: Approved Page 2

Vendor	Ship To
JERRY PATE TURF & IRRIGATION INC	AZALEA CITY GOLF COURSE
301 SCHUBERT DRIVE	1000 GAILLARD DRIVE
	MOBILE, AL 36608
PENSACOLA, FL 32504	
Tel#800-700-7001	Delivery Reference
Fax 850-484-8596	BRIAN AARON
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/24	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E E0013 .CAPEQUIPMT. .	54362.68	11323.18

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	54362.68	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/18/24	COLIN MCKERN	Auto approved by: 910511059
Approved	04/18/24	MICHAEL AARON	
Approved	04/18/24	KIM CARMODY	Auto approved by: 910511059
Approved	04/18/24	BRENDA RHODES	
Approved	04/18/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/18/24	RELYA MALLORY	Auto approved by: 910511034
Approved	04/19/24	DONALD ROSE	Auto approved by: 9105paij
Approved	04/19/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/19/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/19/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/19/24	JOHN PAINE	
Approved	04/19/24	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: 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:
12/20/23	5863	Golf Course	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 12, 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.					

GOLF COURSE MOWING EQUIPMENT

Appx 1-2 RIDING TRIPLEX GOLF TEE MOWER,
TORO GREENSMASTER 3250-D OR EQUAL

Make_____ Model_____

Appx 1-2 RIDING TRIPLEX GREENS MOWER,
TORO GREENSMASTER 3250-D OR EQUAL

Make_____ Model_____

NOTE: Though the base unit is the same, the cutting heads are different.

To be as per above and attached specifications.

Upon award, the City will buy a minimum one (1) of each of the above.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

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.

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 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.

RIDING TRIPLEX TEE MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

		YES	NO
1	Engine = minimum of 24.8 HP, 3-cylinder, liquid cooled, diesel	_____	_____
2	Fuel capacity = minimum of 6 gallons	_____	_____
3	Drive = 2-wheel drive, parallel hydrostatic system	_____	_____
4	Speed = 0 - 5 mph in mow; 0 - 8 in transport	_____	_____
5	Controls = hand operated throttle	_____	_____
	hand operated lift/lower joystick for cutting units	_____	_____
	foot operated forward/reverse traction pedal	_____	_____
6	Gauges = hour meter	_____	_____
	indicator light for high engine temperature	_____	_____
7	Electrical system =		
	12-volt, 40-amp alternator	_____	_____
	safety interlock switch on the seat	_____	_____
	safety interlock switch on the parking brake	_____	_____
	safety interlock switch on the traction pedal	_____	_____
	high engine temperature kill with override switch	_____	_____
	warning light for water in fuel	_____	_____
8	Implement Drive =		
	bio-hydraulic oil, hydrostatic, single pump, 3 drive motors	_____	_____
9	Steering =		
	power steering, quick adjust steering arm, adjustable tilt wheel	_____	_____
10	Tires = three 19 x 10.5 - 8, tubeless, 2-ply, smooth tread	_____	_____
11	Leak detection (alarm sounds when hydraulic oil level is low)	_____	_____
12	Sound level = maximum of 85 dB at operator seat	_____	_____
13	Width of cut = minimum total of 59"	_____	_____
14	Cutting unit adjustment =		
	dual point adjustment of bedknife to reel, click adjusters	_____	_____
15	LED headlight kit	_____	_____
16	On-board backlapping kit	_____	_____
17	Seat = deluxe seat with arm rests	_____	_____

RIDING TRIPLEX TEE MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

18 Cutting units for tees =

three units, hydraulically driven from same side of unit	_____	_____
5-inch diameter	_____	_____
21-inch length	_____	_____
8 blades per reel	_____	_____
height of cut range 0.295" - 1.0"	_____	_____
bearings = stainless steel, sealed (no daily greasing)	_____	_____
front rollers = 2-inch Wiehle (grooved)	_____	_____
rear rollers = 2-inch solid with roller scrapers	_____	_____
aluminum frame	_____	_____
high cut bedknives	_____	_____

19 Manuals (in both printed and digital forms) =

owner's/operator's	_____	_____
service/technical	_____	_____
parts	_____	_____

20 Warranty = minimum of 2-year commercial warranty _____ _____

21 Manufacturer must have a full service dealer location no more than 75 miles of the City of Mobile that is (1) capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock. _____ _____

Vendor shall provide setup, deliver, and up to one-hour of operator training

RIDING TRIPLEX GREENS MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

		YES	NO
1	Engine = minimum of 24.8 HP, 3-cylinder, liquid cooled, diesel	_____	_____
2	Fuel capacity = minimum of 6 gallons	_____	_____
3	Drive = 2-wheel drive, parallel hydrostatic system	_____	_____
4	Speed = 0 - 5 mph in mow; 0 - 8 in transport	_____	_____
5	Controls = hand operated throttle	_____	_____
	hand operated lift/lower joystick for cutting units	_____	_____
	foot operated forward/reverse traction pedal	_____	_____
6	Gauges = hour meter	_____	_____
	indicator light for high engine temperature	_____	_____
7	Electrical system =		
	12-volt, 40-amp alternator	_____	_____
	safety interlock switch on the seat	_____	_____
	safety interlock switch on the parking brake	_____	_____
	safety interlock switch on the traction pedal	_____	_____
	high engine temperature kill with override switch	_____	_____
	warning light for water in fuel	_____	_____
8	Implement Drive =		
	bio-hydraulic oil, hydrostatic, single pump, 3 drive motors	_____	_____
9	Steering =		
	power steering, quick adjust steering arm, adjustable tilt wheel	_____	_____
10	Tires = three 19 x 10.5 - 8, tubeless, 2-ply, smooth tread	_____	_____
11	Leak detection (alarm sounds when hydraulic oil level is low)	_____	_____
12	Sound level = maximum of 85 dB at operator seat	_____	_____
13	Width of cut = minimum total of 59"	_____	_____
14	Cutting unit adjustment =		
	dual point adjustment of bedknife to reel, click adjusters	_____	_____
15	LED headlight kit	_____	_____
16	On-board backlapping kit	_____	_____
17	Seat = deluxe seat with arm rests	_____	_____

RIDING TRIPLEX GREENS MOWER SPECIFICATIONS
TORO GREENSMASTER 3250-D OR EQUAL

18 Cutting units for greens =

three units, hydraulically driven from same side of unit	_____	_____
5-inch diameter	_____	_____
21-inch length	_____	_____
11 blades per reel	_____	_____
height of cut range 0.062" - 0.297"	_____	_____
bearings = stainless steel, sealed (no daily greasing)	_____	_____
rollers = front & rear 2.5" solid steel	_____	_____
aluminum frame	_____	_____
independently mounted grass baskets	_____	_____
microcut bedknives (HOC 1/16" - 3/16")	_____	_____

19 Manuals (in both printed and digital forms) =

owner's/operator's	_____	_____
service/technical	_____	_____
parts	_____	_____

20 Warranty = minimum of 2-year commercial warranty _____ _____

21 Manufacturer must have a full service dealer location no more than 75 miles of the City of Mobile that is (1) capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock. _____ _____

Vendor shall provide setup, deliver, and up to one-hour of operator training

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:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Earth Sciences, Inc for test boring geotechnical services for Three Mile Creek Greenway Trail.
General fund.

Amount of Contract:

$24,465.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240425 Southern Agenda Package POs	Cover Memo	4/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/25/2024 - 1:46 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
8227	2024	(2045) MAJOR PROJECTS	TEST BORING GEOTECHNICAL SERVICES FOR THREE MILE CREEK TRAIL (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICES)	$24,465.00	(195545) SOUTHERN EARTH SCIENCES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008227-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SOUTHERN EARTH SCIENCES INC	PROGRAMS & PROJECT MGMT
6352 PICCADILLY SQUARE DR	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
MOBILE, AL 36609	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#251-445-4356	Delivery Reference
Fax 251-443-9000	CHRIS POWELL / 251-208-7495
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/23/24	195545	04/30/24			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PLEASE SEE THE ATTACHED COVER LETTER FOR CITY COUNCIL REVIEW.			
001	TWENTY-THREE (23) SOIL TEST BORING LOCATIONS ALONG SEGMENT 2 OF THE THREE MILE CREEK GREENWAY. (SEE ATTACHED PROPOSAL)	1.00 JOB	24465.00000	24465.00
	Vendor Item			
1	1000.40.20.2045.2045.2000.0000.0000.42200.			24465.00

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
Delivery Reference
CHRIS POWELL / 251-208-7495

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644

Requisition Link

Requisition Total 24465.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00008227-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2045.2045.2000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN EARTH SCIENCES INC	PROGRAMS & PROJECT MGMT
6352 PICCADILLY SQUARE DR	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
MOBILE, AL 36609	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#251-445-4356	Delivery Reference
Fax 251-443-9000	CHRIS POWELL / 251-208-7495
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/23/24	195545	04/30/24			MAJOR PROJECTS

Account	Amount	Remaining Budget
1000.40.20.2045.2045.2000.0000.0000.42200.	24465.00	358786.80
PROGRAM & PROJECT MGMT EXP PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	04/23/24	JENNIFER GREENE	
Approved	04/24/24	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/24	JOHN PAINE	
Approved	04/24/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

April 23, 2024

To Whom It May Concern:

Attached to this memo is a purchase order for Geotechnical Services between the City of Mobile and Southern Earth Sciences, Inc. (SES). The proposal attached to the purchase order is for twenty-three (23) soil test boring locations along Segment 2 of the Three Mile Creek Greenway. The scope of services is within tests soil locations near the railroad underpasses, culvert locations, and in areas where the floodway parallels the trail. These services are essential to successfully engineer this project with respect to proposed structural, sub-grade, foundation, and paving requirements to achieve ADA compliance. This work will not exceed $24,465.00.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Zachary Taylor at 251-208-7496 and zachary.taylor@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

April 12, 2024

CITY OF MOBILE
P.O. Box 1827
Mobile, AL 36633

ATTENTION: Mr. Zachary Taylor

SUBJECT: Geotechnical Services Proposal
Three Mile Creek Greenway Trail – STA 43+50 to 90+00
Mobile, AL
SES Proposal No: XM24-146

Dear Mr. Taylor,

SOUTHERN EARTH SCIENCES, INC. (SES) appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of paving approximately 4,700 linear feet of the proposed Three Mile Creek Greenway Trail. Most of the trail is planned to be constructed on the existing crushed stone surfaced Mobile Area Water and Sewer Service (MAWSS) access road that is currently utilized for utility easement access and maintenance. The proposed alignment includes replacement of an existing concrete culvert and construction of railroad trestle canopy structures within the railroad right-of-way. Additional detailed project information was not made available at the writing of this proposal.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services generally consists of a total of twenty-three (23) soil test boring locations along the proposed alignment. An approximately aerial location map of the test locations planned based on our review of the available project plans and existing site conditions is attached. Soil borings near the railroad underpasses, at the culvert location and in areas where the floodway is encroaching on the proposed alignment are planned to extend to approximately 20 feet below existing grade. Borings at the remaining locations along the alignment are planned to extend to depths of approximately 4 to 6 feet below ground surface.

For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with soil sampling intervals of 2.5 feet for the top 10 feet and every 5 feet thereafter. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once laboratory testing is complete, SES will retain all soil samples for an additional 30 days unless otherwise specified.

The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations regarding subgrade improvement, pavement build-up and foundation design. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- Soil Boring Logs
- Summary of Laboratory Data
- Discussion of General Site and Soil Conditions
- Sub-Grade Improvement Recommendations
- Pavement Evaluation and Recommendations
- Foundation Evaluation and Recommendations

ESTIMATED FEES AND SCHEDULE

Based on the scope of work outlined above, the cost of our geotechnical services will be a $24,465. Attached for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services. Approximately 3 to 4 weeks from the time of authorization will be required to complete the field investigation. Laboratory testing and reporting will follow completion of the field activities by approximately 2 weeks.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.

Matt Coaker, P.E.
Vice President

MC
Attachments

ALABAMA

CORPORATE OFFICE
P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE
1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE
105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA

DESTIN OFFICE
625 Valparaiso Parkway
Unit 706
Valparaiso, FL 32580
Ph: 850-837-9966

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773

PENSACOLA OFFICE
707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE
1246 Timberlane Road
Tallahassee, FL 32312
Ph: 850-576-4652

TAMPA OFFICE
13919 Carrollwood Village Run
Ste. 3
Tampa, FL 33618
Ph: 813-252-0845

LOUISIANA

BATON ROUGE OFFICE
11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE
1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE
725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618

SES SOUTHERN EARTH SCIENCES

WORK AUTHORIZATION SHEET

Billing Name	City of Mobile				
Address	P.O. Box 1827				
City	Mobile	***State***	AL	***Zip***	36633
Phone	(251) 208-7496	***Fax***		***Cell***	
email	Zachary.taylor@cityofmobile.org				
Project Name	Three Mile Creek Greenway Trail – STA 43+50 to 90+00				
Project Location	Mobile, AL			***Proposal Number***	XM24-146
Contact	Mr. Zachary Taylor				
Additional Reports					
Address					
City		***State***		***Zip***	
Phone		***Fax***		***Cell***	
email					

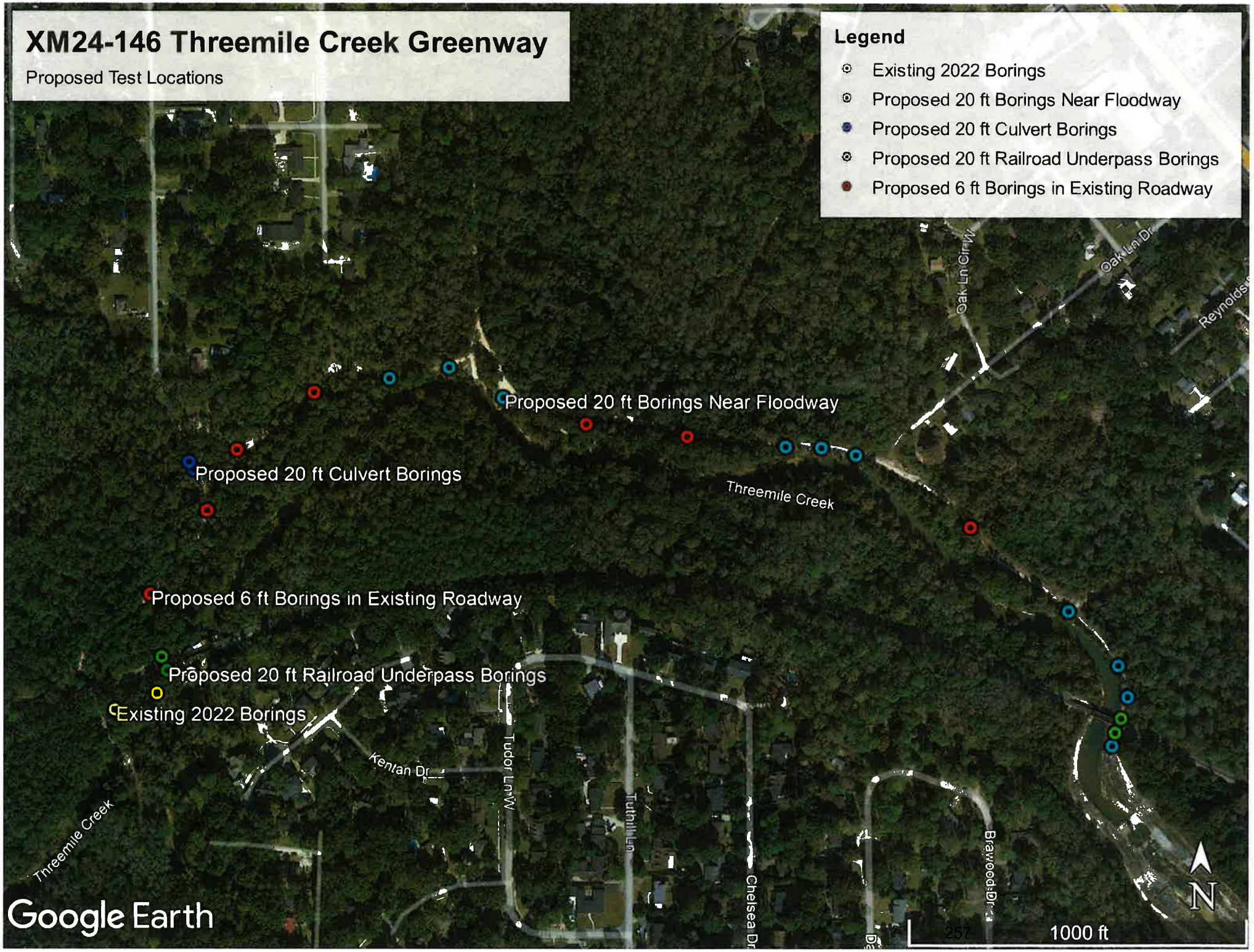
Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by:

For Southern Earth Sciences, Inc.	April 12, 2024 *Date*	Matt Coaker, P.E. *Print or Type Name of Representative*

Authorized by:

Signature of Client Representative	23APRIL24 *Date*	ZACHARY D. TAYLOR *Print or Type Name of Representative*


XM24-146 Threemile Creek Greenway
Proposed Test Locations
Legend
Existing 2022 Borings
Proposed 20 ft Borings Near Floodway
Proposed 20 ft Culvert Borings
Proposed 20 ft Railroad Underpass Borings
Proposed 6 ft Borings in Existing Roadway
Proposed 20 ft Borings Near Floodway
Proposed 20 ft Culvert Borings
Threemile Creek
Proposed 6 ft Borings in Existing Roadway
Proposed 20 ft Railroad Underpass Borings
Existing 2022 Borings
Kentan Dr
Tudor Ln W
Tuthill Ln
Chelsea Dr
Brawood Dr
Oak Ln Cir W
Oak Ln Dr
Threemile Creek
Google Earth
257
1000 ft
N

SES Geotechnical Services Proposal XM22-190

Three Mile Creek Greenway Roadway

Mobile, AL

SOUTHERN EARTH SCIENCES

Service	Unit Rate	Quantity	Units		Price	Comments
Drilling Services						
Crew Mobilization and Travel	$ 750.00	1	*ea*		$ 750.00	16 to 20 ft at rail underpasses,
SPT 0-50 feet	$ 15.00	320	*ft*		$ 4,800.00	culvert, and areas of floodway
Extra SPT Tests	$ 15.00	48	*ea*		$ 720.00	erosion
6 ft SPT or 4 ft Auger Borings	$ 100.00	7	*ea*		$ 700.00	7 to 6 ft in existing access
Access/Set-Up	$ 100.00	23	*ea*		$ 2,300.00	roadway
Subcontract Clearing	$ 2,500.00	0.5	*day*		$ 1,250.00	assume STA 47 to 48+50
				Subtotal	**$ 10,520.00**	
Laboratory Testing (Dept 12)						
Moisture Content	$ 10.00	25	*ea*		$ 250.00	
Atterberg Limits	$ 75.00	15	*ea*		$ 1,125.00	
#200 Washes	$ 30.00	25	*ea*		$ 750.00	
				Subtotal	**$ 2,125.00**	
Prof and Staff Services (Dept 14)						
Field Engineer	$ 125.00	16	*hr*		$ 2,000.00	Layout and Utility Coordination
Staff Engineer	$ 145.00	24	*hr*		$ 3,480.00	Soil Class, design, reporting
Professional Engineer	$ 175.00	16	*hr*		$ 2,800.00	Design,review and reporting
Principal Engineer	$ 195.00	12	*hr*		$ 2,340.00	design and report review
gINT/CAD Tech	$ 75.00	16	*hr*		$ 1,200.00	drafting
Engineer Travel			*mile*			
				Subtotal	**$ 11,820.00**	

Total SESI Fees **$ 24,465.00**

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

TERMS AND CONDITIONS

Project:	Three Mile Creek Greenway Trail – STA 43+50 to 90+00
Client:	City of Mobile
Proposal No.:	XM24-146

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for Southern Earth Sciences, Inc. (SES) and SES's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SES will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SES will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SES harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SES of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, skillful, and professional manner by employees and subcontractors of SES, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SES will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees, and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SES, as instruments of service, shall remain property of SES. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand, and will not be used by the client for any purpose whatsoever.

5.3 SES will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SES agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.
litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SES under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SES does not make nor imply any warranty of fitness for a particular purpose be entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SES, and that the data, interpretations, and recommendations of SES are based solely on the information available to us. SES will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SES will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SES by the client; however, SES shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings, and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SES by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SES's potential for human error. For additional consideration of $10.00, receipt of which is hereby acknowledged, the client agrees that SES's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SES or any of its officers, directors, employees, agents, or subcontractors, will be limited to the aggregate of $50,000.00 or SES's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SES agrees to increase the aggregate limit to a maximum of $1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SES's total charges, or $500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SES and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SES exceed the amount of its applicable insurance coverage for the type of claim involved.

Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SES and their officers, employees, agents, affiliates, and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SES as third-party defendants.

8.2 Both the client and SES agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.3 PURSUANT TO §558.0035, FLORIDA STATUES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.4 Client agrees to indemnify and hold harmless SES, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SES, except in cases of SES's sole negligence, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SES resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SES, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SES defend SES, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.5 In the event SES is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies, and holds harmless SES from any and all claims, loss, or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SES, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 –
DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SES of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SES and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SES and the client agree the discovery of hazardous materials may also make it necessary for SES to take immediate measures to protect health and safety. Client hereby authorizes SES to take those immediate measures and client agrees to pay for or reimburse SES for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SES agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SES harmless for any or all consequences of disclosure made by SES which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SES, and to the maximum extent permitted by the law, agrees to defend, Indemnify, and save SES harmless from any claim, liability, and/or defense costs for injury or loss arising from SES's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SES, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SES will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SES will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that the field services provided by SES will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by SES employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SES is not responsible for job or site safety or security, other than for SES employees, and that SES does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SES represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SES has such coverage under public liability and property damage insurance policies which SES deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SES agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SES, its agents, staff, and consultants employed by it. SES shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. SES shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SES may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SES prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SES promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2024 Ford Maverick XLT crew cab pickup trucks for Traffic Engineering.
Motor Pool capital.

Amount of Contract:

$58,798.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240425 Stivers Agenda Package POs	Cover Memo	4/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/25/2024 - 1:46 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
7105	2024	(F7000) MOTOR POOL	2 2024 FORD MAVERICK XLT CREW CAB PICKUP TRUCKS FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$58,798.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007105-00 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
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/11/24	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER FORD MAVERICK XLT FWDPICKUP TRUCK AS FOLLOWS: MODEL SERIES W8A CODE 100A AS PER STATE OF ALABAMA CONTRACT T-191 MA-220000003128-6	2.00 EACH	27960.00000	55920.00

Additional Description Notes

MAVERICK XL CREW CAB AWD; OXFORD WHITE IN COLOR; TRAILER HITCH RECEIVER W/4&7 PIN CONNECTOR;
SPRAY IN BED LINER; 2 EXTRA KEYS; ALL WEATHER FLOOR MATS
DELIVERY TO MOBILE, 171 MILES AT $2.00 PER MILE FOR TOTAL OF $344.00

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02060 .VEHICLEEXP. . 55920.00

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

002	FREIGHT	2.00	344.00000	688.00

Bill To	Requisition 00007105-00 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 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/11/24	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
		EACH		
	Vendor Item			
	Inventory Item/Loc 14009			
1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP02060 .VEHICLEEXP. .			688.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
003	TRI-FOLD TONNEAU COVER	2.00	1095.00000	2190.00
		EACH		
	Additional Description Notes			

	TRI-FOLD TONNEAU COVER PROVIDED BY VENDOR			
	AS REQUESTED BY 2060-TRAFFIC ENG.			
1	7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP02060 .VEHICLEEXP. .			2190.00

Bill To	Requisition 00007105-00 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
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
04/11/24	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 58798.00

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP. .	58798.00	155849.95

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	58798.00	13708035.67

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/01/24	CHARLES SUMRALL	Approve Spec
Approved	04/12/24	CHARLES SUMRALL	
Approved	04/01/24	SHONNDA SMITH	

Bill To	Requisition 00007105-00 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 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/11/24	292393				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/01/24	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	04/15/24	SHONNDA SMITH			
	Approved	04/15/24	CHERI BOUCHER		Auto approved by: 910518244	
	Rejected	04/10/24	JOHN PAINE		RETURNED PER YOUR RERQUEST	
	Approved	04/24/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/24/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/24/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/24/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/24/24	JOHN PAINE			
	Approved	04/24/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract: MA220000003128 - Ford Fleet T191 Stivers Ford

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

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

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2024

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx
- Master_Agreement_V1.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Items

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	24,352.00	Each
Ford Transit Cargo Van	220000003128-10	42,035.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	41,617.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	39,367.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,810.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,301.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,301.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,301.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,301.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each
Ford Diesel Engine Upgrade	220000003128-29	9,301.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,301.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,301.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,301.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each

State of Alabama

Department of Finance
Division of Purchasing
Master Agreement

Contract Information

State Contract Number:	MA220000003128	Name:	Ford Fleet T191 Stivers Ford
Type:	Master Agreement	Not to Exceed Amount:	
Signature Date:	UNDEFINED	Original End Date:	6/14/2023
Begin Date:	6/15/2022	Actual End Date:	Jun 14 2024 12:00AM
Solicitation Number:	SRC0000007870	Version Number:	0

Reason for Modification

UNDEFINED

Buyer Information

Name:	KerriHines
Phone:	UNDEFINED
Email:	kerri.hines@purchasing.alabama.gov

Supplier Information

Supplier Name / Order Address	Supplier Contact
VC000042177: Stivers Ford Lincoln	David Maddox
4000 Eastern Boulevard	8333173566
	dmaddox@stiversonline.com
Montgomery Alabama 36116	
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:5/7/2024

Submitted by:
William R. Jackson, Chief of Police

Sponsored by:
Mayor William S. Stimpson, City of Mobile

Purpose and Scope of Project:
Authorize contract with Axon Enterprise, Inc. for MPD body camera equipment and software for a five-year period not to exceed the amount of $8,676.566.80 (10041530-47020) (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD)

Amount of Contract:
$8,676.566.80

Effective Date of Contract:
6/1/2024

Renewal Date of Contract:
6/1/2024

Funding Source

Project #			**Discretionary Funds**
Project String			**Contract Number:**1752
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/22/2024
Axon Enterprise, Inc. Contract	Backup Material	4/23/2024
Axon Enterprise, Inc. Service Agreement	Backup Material	4/23/2024
Certificate of Liability	Backup Material	4/23/2024

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Zirlott, Kim	Approved	4/23/2024 - 11:50 AM
Budget	Moore, Rick	Approved	4/25/2024 - 9:20 AM
Legal	Kern, Chris	Approved	4/25/2024 - 11:56 AM
Legal	Kern, Chris	Approved	4/25/2024 - 11:57 AM
Mayors Office	Barber, James	Approved	4/25/2024 - 1:31 PM

24- **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk, be and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a five year contract, by and between the City of Mobile and **Axon Enterprise, Inc**., in an amount not to exceed $8,676,566.80 for a period ending May 31, 2029, to commence upon June 1, 2024 covered under the continuation of Taser 60, term will be renewable five years after the commencement date, for the proposed equipment and software as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-554414-45345.988BF

Issued: 02/23/2024

Quote Expiration: 02/28/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 106658

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Mobile Police Dept 2460 Government St Mobile, AL 36606-1619 USA	Mobile Police Department - AL 2460 Government St Mobile AL 36606-1619 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bryan Fondrie Phone: 2623521354 Email: bfondrie@axon.com Fax:	William Reed Phone: 251-487-2366 Email: william.reed@cityofmobile.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$8,451,659.90
ESTIMATED TOTAL W/ TAX	$8,451,659.90

Discount Summary

Average Savings Per Year	$751,509.11
TOTAL SAVINGS	$3,757,545.53

Payment Summary

Date	Subtotal	Tax	Total
May 2024	$1,428,356.54	$0.00	$1,428,356.54
May 2025	$1,755,825.84	$0.00	$1,755,825.84
May 2026	$1,755,825.84	$0.00	$1,755,825.84
May 2027	$1,755,825.84	$0.00	$1,755,825.84
May 2028	$1,755,825.84	$0.00	$1,755,825.84
Total	**$8,451,659.90**	**$0.00**	**$8,451,659.90**

Quote Unbundled Price:	**$12,209,205.43**
Quote List Price:	**$9,884,432.23**
Quote Subtotal:	**$8,451,659.90**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	$0.00	$0.00	$0.00	$0.00
100552	TRANSFER CREDIT - GOODS	1			$1.00	$0.00	$0.00	$0.00	$0.00
101027	TRANSFER CREDIT - GOODS CEW	1			$1.00	$0.00	$0.00	$0.00	$0.00
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	60	$183.34	$183.34	$0.00	$0.00	$0.00	$0.00
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	451	60	$377.23	$297.90	$282.23	$7,637,143.80	$0.00	$7,637,143.80
T00001	AB4 FLEX POV TAP BUNDLE	17	60	$6.52	$7.37	$7.37	$7,517.40	$0.00	$7,517.40
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	60	$70.98	$36.07	$32.46	$46,742.40	$0.00	$46,742.40
BWCamTAP	Body Worn Camera TAP Bundle	390	60	$39.30	$33.80	$30.44	$712,296.00	$0.00	$712,296.00
A la Carte Hardware									
101012	AXON VR - TAP REFRESH 1 - CONTROLLER	17			$1,931.00	$0.00	$0.00	$0.00	$0.00
100396	AXON TASER 10 - MAGAZINE - INERT RED	13			$160.00	$0.00	$0.00	$0.00	$0.00
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6			$160.00	$0.00	$0.00	$0.00	$0.00
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	13			$160.00	$0.00	$0.00	$0.00	$0.00
20373	AXON VR - TAP REFRESH 1 - HEADSET	28			$2,092.00	$0.00	$0.00	$0.00	$0.00
100210	AXON VR - TAP REFRESH 1 - TABLET	18			$1,162.00	$0.00	$0.00	$0.00	$0.00
101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	17			$2,014.80	$0.00	$0.00	$0.00	$0.00
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	351			$39.00	$31.20	$10,951.20	$0.00	$10,951.20
V00010	BUNDLE - VR - CONTROLLER KIT T10	17	60		$3,885.00	$0.00	$0.00	$0.00	$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	17			$249.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	60		$33.85	$0.00	$0.00	$0.00	$0.00
73680	AXON RESPOND PLUS - LICENSE	390	60		$21.48	$0.00	$0.00	$0.00	$0.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	60		$33.85	$33.85	$20,310.00	$0.00	$20,310.00
ProLicense	Pro License Bundle	5	60		$43.40	$39.00	$11,699.10	$0.00	$11,699.10
A la Carte Services									
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			$30,000.00	$0.00	$0.00	$0.00	$0.00
85055	AXON BODY - PSO - FULL SERVICE	1			$40,000.00	$0.00	$0.00	$0.00	$0.00
100560	AXON RECORDS - PSO - DATA CONVERSION/MIGRATION	1			$35,000.00	$0.00	$0.00	$0.00	$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$0.00	$0.00	$0.00	$0.00
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2			$1,999.00	$0.00	$0.00	$0.00	$0.00
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2			$1,999.00	$0.00	$0.00	$0.00	$0.00
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2			$1,999.00	$0.00	$0.00	$0.00	$0.00
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2			$1,999.00	$0.00	$0.00	$0.00	$0.00
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2			$1,999.00	$0.00	$0.00	$0.00	$0.00
101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	1			$5,000.00	$5,000.00	$5,000.00	$0.00	$5,000.00

A la Carte Warranties								
100213	AXON VR - EXT WARRANTY - TABLET	18	60	$3.56	$0.00	$0.00	$0.00	$0.00
101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	17	49	$10.11	$0.00	$0.00	$0.00	$0.00
100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	28	60	$6.56	$0.00	$0.00	$0.00	$0.00
101007	AXON VR - EXT WARRANTY - CONTROLLER	17	60	$9.69	$0.00	$0.00	$0.00	$0.00
Total						**$8,451,659.90**	**$0.00**	**$8,451,659.90**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	17	05/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	17	05/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 - MOUNT - POV EPAULETTE	19	05/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	17	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	451	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	15	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	451	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	15	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	21	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	9020	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	2710	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	410	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	41	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	SIGNAL SIDEARM, SENSOR ONLY	451	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	TASER 10 VR CONTROLLER	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100862	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	1	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	451	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	77	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	15	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	902	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	7	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	7	05/01/2024
BUNDLE - VR - CONTROLLER KIT T10	100748	TASER 10 VR CONTROLLER	17	05/01/2024
BUNDLE - VR - CONTROLLER KIT T10	100862	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	17	05/01/2024
BUNDLE - VR - CONTROLLER KIT T10	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	14	05/01/2024
BUNDLE - VR - CONTROLLER KIT T10	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	3	05/01/2024
A la Carte	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	13	05/01/2024
A la Carte	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	05/01/2024
A la Carte	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	05/01/2024
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	351	05/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	1360	05/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	3610	05/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	1350	05/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	3610	05/01/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	24	11/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	402	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	11/01/2026

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	466	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	57	11/01/2026
A la Carte	100210	AXON VR - TAP REFRESH 1 - TABLET	18	11/01/2026
A la Carte	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	17	11/01/2026
A la Carte	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	17	11/01/2026
A la Carte	20373	AXON VR - TAP REFRESH 1 - HEADSET	28	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	1350	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	3610	05/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	1360	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	3610	05/01/2028
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	17	05/01/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	24	05/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	402	05/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	466	05/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	57	05/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	1	06/01/2024	05/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	1	06/01/2024	05/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	1	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100801	AXON RECORDS - OSP LICENSE	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	2	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER 7 ADD-ON USER	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	4510	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	451	06/01/2024	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	06/01/2024	05/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	06/01/2024	05/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	06/01/2024	05/31/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	06/01/2024	05/31/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	06/01/2024	05/31/2029
A la Carte	73680	AXON RESPOND PLUS - LICENSE	390	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	451
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	31
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	451
A la Carte	100560	AXON RECORDS - PSO - DATA CONVERSION/MIGRATION	1

Services

Bundle	Item	Description	QTY
A la Carte	101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2
A la Carte	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2
A la Carte	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2
A la Carte	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2
A la Carte	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	28	06/01/2024	05/31/2029
A la Carte	100213	AXON VR - EXT WARRANTY - TABLET	18	06/01/2024	05/31/2029
A la Carte	101007	AXON VR - EXT WARRANTY - CONTROLLER	17	06/01/2024	05/31/2029
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	17	05/01/2025	05/31/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	24	05/01/2025	05/31/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	390	05/01/2025	05/31/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	12	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	451	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	15	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	451	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	77	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	15	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	5	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	451	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	15	05/01/2025	05/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	57	05/01/2025	05/31/2029
A la Carte	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	17	05/01/2025	05/31/2029

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$0.00	$0.00	$0.00
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$3,432.45	$0.00	$3,432.45
Year 1	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	28	$0.00	$0.00	$0.00
Year 1	100210	AXON VR - TAP REFRESH 1 - TABLET	18	$0.00	$0.00	$0.00
Year 1	100213	AXON VR - EXT WARRANTY - TABLET	18	$0.00	$0.00	$0.00
Year 1	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	13	$0.00	$0.00	$0.00
Year 1	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	$0.00	$0.00	$0.00
Year 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.00	$0.00	$0.00
Year 1	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	351	$1,850.79	$0.00	$1,850.79
Year 1	101007	AXON VR - EXT WARRANTY - CONTROLLER	17	$0.00	$0.00	$0.00
Year 1	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	17	$0.00	$0.00	$0.00
Year 1	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	17	$0.00	$0.00	$0.00
Year 1	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	17	$0.00	$0.00	$0.00
Year 1	101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	1	$845.02	$0.00	$845.02
Year 1	20373	AXON VR - TAP REFRESH 1 - HEADSET	28	$0.00	$0.00	$0.00
Year 1	73680	AXON RESPOND PLUS - LICENSE	390	$0.00	$0.00	$0.00
Year 1	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 1	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 1	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 1	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 1	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	$7,899.61	$0.00	$7,899.61
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	390	$120,380.23	$0.00	$120,380.23
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	$0.00	$0.00	$0.00
Year 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	451	$1,290,700.80	$0.00	$1,290,700.80
Year 1	ProLicense	Pro License Bundle	5	$1,977.18	$0.00	$1,977.18
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	17	$1,270.46	$0.00	$1,270.46
Year 1	V00010	BUNDLE - VR - CONTROLLER KIT T10	17	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	101027	TRANSFER CREDIT - GOODS CEW	1	$0.00	$0.00	$0.00
Total				**$1,428,356.54**	**$0.00**	**$1,428,356.54**

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100560	AXON RECORDS - PSO - DATA CONVERSION/MIGRATION	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	85055	AXON BODY - PSO - FULL SERVICE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	451	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	17	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$0.00	$0.00	$0.00
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$4,219.39	$0.00	$4,219.39
Year 2	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	28	$0.00	$0.00	$0.00
Year 2	100210	AXON VR - TAP REFRESH 1 - TABLET	18	$0.00	$0.00	$0.00
Year 2	100213	AXON VR - EXT WARRANTY - TABLET	18	$0.00	$0.00	$0.00
Year 2	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	13	$0.00	$0.00	$0.00
Year 2	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	$0.00	$0.00	$0.00
Year 2	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.00	$0.00	$0.00
Year 2	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	351	$2,275.10	$0.00	$2,275.10
Year 2	101007	AXON VR - EXT WARRANTY - CONTROLLER	17	$0.00	$0.00	$0.00
Year 2	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	17	$0.00	$0.00	$0.00
Year 2	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	17	$0.00	$0.00	$0.00
Year 2	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	17	$0.00	$0.00	$0.00
Year 2	101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	1	$1,038.75	$0.00	$1,038.75
Year 2	20373	AXON VR - TAP REFRESH 1 - HEADSET	28	$0.00	$0.00	$0.00
Year 2	73680	AXON RESPOND PLUS - LICENSE	390	$0.00	$0.00	$0.00
Year 2	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 2	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 2	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 2	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 2	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	$9,710.70	$0.00	$9,710.70
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	390	$147,978.94	$0.00	$147,978.94
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	$0.00	$0.00	$0.00
Year 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	451	$1,586,610.75	$0.00	$1,586,610.75
Year 2	ProLicense	Pro License Bundle	5	$2,430.48	$0.00	$2,430.48
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	17	$1,561.73	$0.00	$1,561.73
Year 2	V00010	BUNDLE - VR - CONTROLLER KIT T10	17	$0.00	$0.00	$0.00
Total				**$1,755,825.84**	**$0.00**	**$1,755,825.84**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$0.00	$0.00	$0.00
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$4,219.39	$0.00	$4,219.39
Year 3	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	28	$0.00	$0.00	$0.00
Year 3	100210	AXON VR - TAP REFRESH 1 - TABLET	18	$0.00	$0.00	$0.00
Year 3	100213	AXON VR - EXT WARRANTY - TABLET	18	$0.00	$0.00	$0.00
Year 3	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	13	$0.00	$0.00	$0.00
Year 3	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	$0.00	$0.00	$0.00
Year 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.00	$0.00	$0.00
Year 3	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	351	$2,275.10	$0.00	$2,275.10
Year 3	101007	AXON VR - EXT WARRANTY - CONTROLLER	17	$0.00	$0.00	$0.00
Year 3	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	17	$0.00	$0.00	$0.00
Year 3	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	17	$0.00	$0.00	$0.00

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	17	$0.00	$0.00	$0.00
Year 3	101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	1	$1,038.75	$0.00	$1,038.75
Year 3	20373	AXON VR - TAP REFRESH 1 - HEADSET	28	$0.00	$0.00	$0.00
Year 3	73680	AXON RESPOND PLUS - LICENSE	390	$0.00	$0.00	$0.00
Year 3	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 3	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 3	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 3	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 3	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	$9,710.70	$0.00	$9,710.70
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	390	$147,978.94	$0.00	$147,978.94
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	$0.00	$0.00	$0.00
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	451	$1,586,610.75	$0.00	$1,586,610.75
Year 3	ProLicense	Pro License Bundle	5	$2,430.48	$0.00	$2,430.48
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	17	$1,561.73	$0.00	$1,561.73
Year 3	V00010	BUNDLE - VR - CONTROLLER KIT T10	17	$0.00	$0.00	$0.00
Total				**$1,755,825.84**	**$0.00**	**$1,755,825.84**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$0.00	$0.00	$0.00
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$4,219.39	$0.00	$4,219.39
Year 4	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	28	$0.00	$0.00	$0.00
Year 4	100210	AXON VR - TAP REFRESH 1 - TABLET	18	$0.00	$0.00	$0.00
Year 4	100213	AXON VR - EXT WARRANTY - TABLET	18	$0.00	$0.00	$0.00
Year 4	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	13	$0.00	$0.00	$0.00
Year 4	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	$0.00	$0.00	$0.00
Year 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.00	$0.00	$0.00
Year 4	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	351	$2,275.10	$0.00	$2,275.10
Year 4	101007	AXON VR - EXT WARRANTY - CONTROLLER	17	$0.00	$0.00	$0.00
Year 4	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	17	$0.00	$0.00	$0.00
Year 4	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	17	$0.00	$0.00	$0.00
Year 4	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	17	$0.00	$0.00	$0.00
Year 4	101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	1	$1,038.75	$0.00	$1,038.75
Year 4	20373	AXON VR - TAP REFRESH 1 - HEADSET	28	$0.00	$0.00	$0.00
Year 4	73680	AXON RESPOND PLUS - LICENSE	390	$0.00	$0.00	$0.00
Year 4	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 4	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 4	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 4	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 4	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	$9,710.70	$0.00	$9,710.70
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	390	$147,978.94	$0.00	$147,978.94
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	$0.00	$0.00	$0.00

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	451	$1,586,610.75	$0.00	$1,586,610.75
Year 4	ProLicense	Pro License Bundle	5	$2,430.48	$0.00	$2,430.48
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	17	$1,561.73	$0.00	$1,561.73
Year 4	V00010	BUNDLE - VR - CONTROLLER KIT T10	17	$0.00	$0.00	$0.00
Total				**$1,755,825.84**	**$0.00**	**$1,755,825.84**

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$0.00	$0.00	$0.00
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	10	$4,219.39	$0.00	$4,219.39
Year 5	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	28	$0.00	$0.00	$0.00
Year 5	100210	AXON VR - TAP REFRESH 1 - TABLET	18	$0.00	$0.00	$0.00
Year 5	100213	AXON VR - EXT WARRANTY - TABLET	18	$0.00	$0.00	$0.00
Year 5	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	13	$0.00	$0.00	$0.00
Year 5	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	$0.00	$0.00	$0.00
Year 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.00	$0.00	$0.00
Year 5	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	351	$2,275.10	$0.00	$2,275.10
Year 5	101007	AXON VR - EXT WARRANTY - CONTROLLER	17	$0.00	$0.00	$0.00
Year 5	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	17	$0.00	$0.00	$0.00
Year 5	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	17	$0.00	$0.00	$0.00
Year 5	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	17	$0.00	$0.00	$0.00
Year 5	101076	AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS)	1	$1,038.75	$0.00	$1,038.75
Year 5	20373	AXON VR - TAP REFRESH 1 - HEADSET	28	$0.00	$0.00	$0.00
Year 5	73680	AXON RESPOND PLUS - LICENSE	390	$0.00	$0.00	$0.00
Year 5	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 5	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 5	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 5	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 5	75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	2	$0.00	$0.00	$0.00
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	24	$9,710.70	$0.00	$9,710.70
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	390	$147,978.94	$0.00	$147,978.94
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	1	$0.00	$0.00	$0.00
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	17	$0.00	$0.00	$0.00
Year 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	451	$1,586,610.75	$0.00	$1,586,610.75
Year 5	ProLicense	Pro License Bundle	5	$2,430.48	$0.00	$2,430.48
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	17	$1,561.73	$0.00	$1,561.73
Year 5	V00010	BUNDLE - VR - CONTROLLER KIT T10	17	$0.00	$0.00	$0.00
Total				**$1,755,825.84**	**$0.00**	**$1,755,825.84**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-292378

Q-353122

Q-394692

Agency is amending existing contracts effective 06/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $224,906.90 to the quote for delivered but unpaid items. This transfer debit will be cancelled if contract is executed before 03/31/2024.

Signature

Date Signed

2/23/2024



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Agency Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

Date: _____ Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

    e. "**Provided Data**" means de-identified, de-personalized, data derived from Agency's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Agency purchases the TASER Data Science Program, Agency grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Agency shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Agency an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Agency for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Agency seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Agency.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Agency infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, Agency Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable)

• Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Agency's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Agency will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Agency shall utilize vouchers to register for TASER courses at their discretion however Agency may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Agency cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER Device Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Agency's TASER Device plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Agency the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

10.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

    7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

    7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

    8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

    8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

    8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body , Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the country Agency is based. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

1.3. Distribution of survey via multiple distribution channels such as text message;

1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

10. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Agency with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Agency-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Agency warrants that it is appropriate and permissible for Agency to receive the referenced Axon Event offer(s) based on Agency's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

11. **Attendee/Employee Selection**. Agency shall have sole and absolute discretion to select the Agency employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

12. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Agency is intended for the use and benefit of Agency in furtherance of its goals, and not the personal use or benefit of any official or employee of Agency. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Agency's local jurisdiction requires Agency to report or disclose the fair market value of the benefits provided by Axon, Agency shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Agency's compliance with such reporting requirements.

13. **Assignability**. Agency may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

14. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

15. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Agency if Agency or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/22/2024

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).

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
4300 East Camelback Rd.
Suite 460
Phoenix AZ 85018 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Casualty Company	11991
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570105160272 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] X see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [ ] OTHER: Xcl Prod/Comp Ops			NGO0001132 SIR applies per policy terms & conditions	08/01/2023	08/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Occ SIR	$1,000,000 $1,000,000 $50,000 $1,000,000 $2,000,000 Excluded $1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N [ ] N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

Certificate No : 570105160272

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

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

CERTIFICATE HOLDER

Mobile Police Department
2460 Government St.
Mobile AL 36606 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER	
See Certificate Numbe 570105160272	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Numbe 570105160272	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2023 - 8/1/2024:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

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AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Director Shayla Beaco, Build Mobile

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the Alabama Historical Commission in the amount of $18,000.00 in support of their Historic Sites Grant. There is a match requirement in the amount of $12,000.00.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $18,000.00 **Matching Funds** $12,000.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	4/25/2024 - 2:54 PM
Legal	Kern, Chris	Approved	4/25/2024 - 2:55 PM
Legal	Kern, Chris	Approved	4/25/2024 - 2:56 PM
Mayors Office	Barber, James	Approved	4/25/2024 - 2:59 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive historic preservation grant funding from the U.S. Department of Interior through the Alabama Historical Commission in the amount of $18,000.00 in support of their Historic Sites Grant. There is a match requirement of $12,000.00 bringing the total project cost to $30,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Interior or the Alabama Historical Commission. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council commits to a local cash match in the amount of $12,000.00.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 2:46 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 12, 2024**, a public hearing will be held on the **7th** day of **May**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District and it shall hereafter be

lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this 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 7th 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 10th 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 **7701, 7705, 7709, 7621, and 7631 Old Government Street Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-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 **R-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 this staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance

with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this 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

Tate Property Subdivision (Jay Broughton, Overstreet & Associates, PLLC, Agent)
7701, 7705, 7709, 7621, and 7631 Old Government Street Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 1, 2023 considered the request of **Tate Property Subdivision (Jay Broughton, Overstreet & Associates, PLLC, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District** for the property located at **7701, 7705, 7709, 7621, and 7631 Old Government Street Road.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Screws, Tracy

From: Pappas, Margaret
Sent: Friday, November 3, 2023 8:03 AM
To: m.damoff@mchsi.com
Cc: Beaco, Shayla; Screws, Tracy
Subject: Old Government Street Road Rezoning

Mr. Damoff,
It was a pleasure meeting with you last night; thank you for attending the zoning study meeting.
In follow up, I have checked the above and the applicant has NOT submitted their legal advertising fee, thus application cannot be placed on the City Council agenda, until the fee is submitted.
Once the fee is submitted, one of our staff members, Tracy Screws (copied), will forward the fee and application file to the City Clerk's office for processing. When Tracy forwards the application, I have asked that she follow up with you via email to let you know. At that point, you will need to reach out to the City Clerk's office regarding the City Council public hearing date; as the process will then be completely in the hands of the City Council.
Have a great weekend.
Regards,

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 2, 2023

Jay Broughton
Overstreet & Associates, PLLC
1026 Stanton Road
Suite B
Daphne, Alabama 36526

Re:

7701, 7705, 7709, 7621, and 7631 Old Government Street Road
ZON-UDC-002502-2023
Tate Property Subdivision
Amanda Crose, D.R. Horton
District 6
Subdivision of 27 lots, 24.4± acres

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

At its meeting on June 1, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission recommended approval of the rezoning to the City Council, due to the following justifications:

- **Consistency. The proposed amendment is consistent with the Comprehensive Plan.**
- **Compatibility. The proposed amendment is compatible with:**
  - **The current development trends in the vicinity of the subject property;**
  - **Surrounding land uses;**
  - **Would not adversely impact neighboring properties; or**
  - **Would not cause a loss in property values.**
- **Capacity. The infrastructure is in place to accommodate the proposed amendment.**
- **Benefits Consideration. In consideration of the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.**

The recommendation of approval is 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 this 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 $364.04. 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.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

York, Marie

From: Jay Broughton <jay@overstreeteng.com>
Sent: Wednesday, May 24, 2023 3:32 PM
To: York, Marie
Cc: Robert Cummings
Subject: RE: 7705 Old Government St Rd Rezoning

CAUTION: External Email

Marie,
The addresses and site plan presented at the meeting are the same as those discussed at the neighborhood meeting. We will get you the dated pictures of the sign as quickly as possible.

JAY BROUGHTON, PE
VP of Engineering/Alabama Area Manager
Overstreet & Associates, PLLC
251.444.7150 (Office)
251.610.8966 (Mobile)
Daphne | Biloxi | Pascagoula
Email disclaimer: www.overstreeteng.com/disclaimer. If you cannot access hyperlink, please email sender.

Mobile: (251) 610-8966
Office: (251) 444-7150

From: York, Marie <marie.cross@cityofmobile.org>
Sent: Wednesday, May 24, 2023 3:23 PM
To: Jay Broughton <jay@overstreeteng.com>
Subject: 7705 Old Government St Rd Rezoning

Jay –

In looking at the information submitted for this rezoning application, I need the following information:

- Dated pictures of the neighborhood meeting sign
- List of property owners notified of the neighborhood meeting
- Copy of the site plan discussed at the neighborhood meeting

If the addresses and site plan are the same as those submitted for the application, a statement stating such will be sufficient.

Please provide this information no later than Friday, May 26th, at 10:00 AM.

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

CSS
Online Permitting CITY OF MOBILE




PUBLIC NOTICE
Proposed Re-Zoning
NEIGHBORHOOD MEETING
Hampton Inn
Baytown Conference Room
525 Providence Park East
Mobile, AL 36695
Tuesday May 2nd, 2023
4:00pm
Questions ? 251-445-7150


PUBLIC NOTICE
Proposed Re-Zoning
NEIGHBORHOOD MEETING
Hampton Inn
Baytown Conference Room
925 Providence Park East
Mobile, AL 36695
Tuesday May 2nd, 2023
4:00pm
Questions ? 251-444-7150


PUBLIC NOTICE

MOBILE CITY PLANNING COMMISSION
May 8, 2023
PUBLIC HEARING NOTICE

Re: **7701, 7705, 7709, 7621, and 7631 Old Government Street Road**
Tate Property Subdivision
ZON-002502-2023
Amanda Crose, D.R. Horton
District 6
Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3).

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 1, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3), however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, May 31, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
May 8, 2023
PUBLIC HEARING NOTICE

Re: **7701, 7705, 7709, 7621, and 7631 Old Government Street Road**
Tate Property Subdivision
ZON-002502-2023
Amanda Crose, D.R. Horton
District 6
Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3).

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 1, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3), however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, May 31, 2023,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-UDC-002502-2023

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:	AMANDA CROSE	JAY BROUGHTON
Firm:	DR HORTON	OVERSTREET & ASSOCIATES, PLLC
Phone:	228-215-1943	251-444-7150
Email:	adcrose@drhorton.com	jay@broughton.com
Address:	1641 Popps Ferry Rd Ste B Biloxi, MS	1026 Stanton Rd Ste B Daphne, AL

	Owner	Design Professional
Name:	Amanda Crose	JAY BROUGHTON
Firm:	DR Horton	OVERSTREET & ASSOCIATES, PLLC
Phone:	228.215.1943	251.444.7150
Email:	adcrose@drhorton.com	jay@overstreeteng.com
Address:	1641 Popps Ferry Rd Ste B Biloxi, MS	1026 Stanton Rd Ste B Daphne, AL

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

7705 Old Government Street Road — Property Address

17.03 acres — Property Area (acres or square feet)

R022809302000001.004 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-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

Jay Broughton — Applicant or Agent Signature (if applicable)

4/17/2023 — Date

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

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

Jay Broughton — Applicant or Agent Signature

4/17/2023 — Date

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Schillinger Rd has since about 2001 been rapidly developing as a commercial corridor and indeed the Comprehensive Plan identifies Schillinger Rd as a corridor. A medium density residential usage here would not be out of character for this area given the intense business uses and zones in the area and the existing multi-family residential development to the east.

Low Density Residential — Future Land Use Map (FLUM) Designation

R-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.

While this development is not proposed to be affordable housing, there is and continues to be a housing shortage both nationally and locally. This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate said shortage. The former abandoned house on this house is crime house and has been home to transients in the past. Removing this abandoned structure would improve the safety of the area by eliminating a place of crime and drugs.

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

The Schillinger Road continues to explode as far as commercialization and this amendment would only be in keeping with the nature of the area. The FLU map even states that these parcels are to be developed as possibly joined residential buildings. It is highly unlikely that the nature of the Schillinger Road corridor will reverse itself and go back to being low density residential so for this property to become R-3 would only make sense for this area.

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.

The Schillinger Road corridor has been for the past generation exploding as a heavy commercial corridor and trending away from quiet, sleepy low density single family homes. There is even already a high density residential complex to the east. The high impact heavy commercial development to the west did not exist until the turn of the 21st century. The development would merely be reflecting the 20 year trend of the Schillinger Road corridor.

2. Describe the surrounding land uses.

The land use to the west is a B-3 high impact commercial use (Home Depot), the area to the east is a combination of multi-family residential and single-family residential, the parcels to the north are a combination of B-3 commercial uses and single-family residential uses, and the parcels to the south consist of B-3 commercial use and municipal recreation facilities.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

The typical complaints of this type of development are traffic, noise pollution and light pollution. Light pollution will be mitigated by the use of bollard (and possibly amber) downcast lighting. Noise will be mitigated by retaining the existing opaque vegetative buffer combined with a privacy fence around the exterior of the property. Traffic is being considered via a traffic study and any needed turn lanes or deceleration lanes will become part of the project.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

Water, sewer, natural gas and power are all readily available to the site. The servicing right-of-way is certainly wide enough to accommodate any needed turn lanes should they be warranted.

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 project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate the local housing shortage by creating for-sale housing units in an area that has seen extreme growth. Additionally, this project will take an abandoned parcel currently used for crime purposes and turn it into a tax revenue generating business for the City.

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?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

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

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Low Density Residential	R-3
Future Land Use Map (FLUM) Designation	Requested Zoning

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While this development is not proposed to be affordable housing, there is and continues to be a housing shortage both nationally and locally. This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate said shortage. The former abandoned house on this house is crime house and has been home to transients in the past. Removing this abandoned structure would improve the safety of the area by eliminating a place of crime and drugs.

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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 project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate the local housing shortage by creating for-sale housing units in an area that has seen extreme growth. Additionally, this project will take an abandoned parcel currently used for crime purposes and turn it into a tax revenue generating business for the City.

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

N/A

City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project: DR Horton Townhomes

Address: 7705 Old Government Street Road

Owner: DR Horton

Address: 1641 Popps Ferry Road Suite B Biloxi, MS Zip Code: 39532

Phone: 228-215-1943 Fax: _____ Email: adcrose@drhorton.com

Authorized Agent: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: 36526

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Overstreet & Associates, PLLC

Address: 1026 Stanton Road Suite B Daphne, AL Zip Code: _____

Phone: 251.444.7150 Fax: _____ Email: jay@overstreeteng.com

Architect: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Robert A Cummings

Signature

Robert A. Cummings

Print

4/12/2023

Date

SR PROJECT ENGINEER FOR OVERSTREET

Affiliation to project/Organization

I, James Tate, William Tate, & James Tate, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 7705 Old Government Street Road.

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

Overstreet & Associates, PLLC
Designee (1)

jav@overstreetenq.com
Email

251-444-7159
Phone Number

James T. Tate
Signature of Property Owner

Designee (2)

jav@overstreetenq.com
Email

251-444-7159
Phone Number

4/17-23
Date

emailed to: Spencer @ seamold@DRHorton.com

STATE OF ALABAMA

COUNTY OF MOBILE

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **JAMES L. TATE, JR.**, also known as **JAMES LEGRANDE TATE, JR.**, do hereby make, constitute and appoint my father, **JAMES L. TATE**, as my true and lawful attorney-in-fact for the following limited purposes:

To act in my name and stead and on my behalf in the sale and conveyance of approximately 24.4 acres of real property within the State of Alabama, County of Mobile pursuant to that certain Land Purchase Contract with D.R. Horton, Inc. having an effective date of November 16, 2022, said real property being described as follows:

> That particular parcel of land located in Sections 19 and 30, Township 4 South, Range 2 West, Mobile County, Alabama, being more particularly described as follows:
>
> Beginning at the Northeast corner of Lot 1, Towne Centre, as recorded in Map Book 79, Page 40 in the office of the Judge of Probate, Mobile County, Alabama, said point located on the South right-of-way line of Old Government Street; thence run N85°21'10"E, along said South right-of-way line, 432.14 feet to a point; thence run S89°20'16"E, continuing along said right-of-way line, 318.28 feet to a point; thence run N89°02'53"E, continuing along said right-of way line, 199.43 feet to a point; thence run N85°26'01"E continuing along said right-of way line 85.13 feet to a point; thence run N82°02'20"E, continuing along said right-of-way line 120.03 feet to a point; thence run S0°14'36"E, 911.58 feet to a point; thence run N89°44'16"W, 405.82 feet to a point; thence run N88°23'54"W, 164.29 feet to a point; thence run N89°21'04"W, 193.42 feet to a point, said point being the North East corner of Lot 3 of said Towne Centre Subdivision; thence run N86°46'55"W along the North line of said Lot 3, 504.99 feet to a point, said point located on the East line of said Lot 1 of said Towne Centre Subdivision; thence run N02°21'02"E, along the East line of said Lot 1, 396.47 feet to a point; thence run N35°47'42"E, continuing along said East line, 79.18 feet to a point; thence run N07°52'32"E, continuing along said East line 358.68 feet to the Point of Beginning, containing 24.4 acres , more or less.

In connection with said Land Purchase Contract, in the sole discretion of my said attorney-in-fact, to execute and deliver any and all documents in connection therewith, including without limitation, escrow agreements, memorandum agreements, and amendments thereto, and to take any and all action necessary to consummate the closing thereof, including without limitation settlement statements, a warranty deed and such other instruments in writing of whatever kind and nature as may be necessary or proper in relation to the

sale and conveyance of the said real property, and generally to do any and all things necessary in my behalf which I might be required to do to complete said sale and conveyance.

This power of attorney shall remain valid and in full force and effect from the date hereof until terminated in writing by me, and shall not be otherwise terminated or affected by my incapacity, incompetency or disability.

I do hereby expressly covenant and agree to ratify and confirm whatever my said attorney-in-fact shall do by virtue of the powers hereby granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 20th day of DECEMBER, 2022.

JAMES L. TATE, JR.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned notary public in and for said state and county, hereby certify that **JAMES L. TATE, JR.**, whose name signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 20th day of December, 2022.

Notary Public, State At Large
My Commission expires: Oct 26, 2025

LYTONYA L. SULLIVAN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Oct. 26, 2025

This instrument prepared by:
Beth McFadden Rouse
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
251-342-9172

STATE OF ALABAMA
COUNTY OF MOBILE

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **WILLIAM P. TATE**, also known as **WILLIAM PAFFORD TATE** do hereby make, constitute and appoint my brother, **JAMES L. TATE**, as my true and lawful attorney-in-fact for the following limited purposes:

To act in my name and stead and on my behalf in the sale and conveyance of approximately 24.4 acres of real property within the State of Alabama, County of Mobile pursuant to that certain Land Purchase Contract with D.R. Horton, Inc. having an effective date of November 16, 2022, said real property being described as follows:

> That particular parcel of land located in Sections 19 and 30, Township 4 South, Range 2 West, Mobile County, Alabama, being more particularly described as follows:
>
> Beginning at the Northeast corner of Lot 1, Towne Centre, as recorded in Map Book 79, Page 40 in the office of the Judge of Probate, Mobile County, Alabama, said point located on the South right-of-way line of Old Government Street; thence run N85°21'10"E, along said South right-of-way line, 432.14 feet to a point; thence run S89°20'16"E, continuing along said right-of-way line, 318.28 feet to a point; thence run N89°02'53"E, continuing along said right-of way line, 199.43 feet to a point; thence run N85°26'01"E continuing along said right-of way line 85.13 feet to a point; thence run N82°02'20"E, continuing along said right-of-way line 120.03 feet to a point; thence run S0°14'36"E, 911.58 feet to a point; thence run N89°44'16"W, 405.82 feet to a point; thence run N88°23'54"W, 164.29 feet to a point; thence run N89°21'04"W, 193.42 feet to a point, said point being the North East corner of Lot 3 of said Towne Centre Subdivision; thence run N86°46'55"W along the North line of said Lot 3, 504.99 feet to a point, said point located on the East line of said Lot 1 of said Towne Centre Subdivision; thence run N02°21'02"E, along the East line of said Lot 1, 396.47 feet to a point; thence run N35°47'42"E, continuing along said East line, 79.18 feet to a point; thence run N07°52'32"E, continuing along said East line 358.68 feet to the Point of Beginning, containing 24.4 acres , more or less.

In connection with said Land Purchase Contract, in the sole discretion of my said attorney-in-fact, to execute and deliver any and all documents in connection therewith, including without limitation, escrow agreements, memorandum agreements, and amendments thereto, and to take any and all action necessary to consummate the closing thereof, including without limitation settlement statements, a warranty deed and such other instruments in writing of whatever kind and nature as may be necessary or proper in relation to the

sale and conveyance of the said real property, and generally to do any and all things necessary in my behalf which I might be required to do to complete said sale and conveyance.

This power of attorney shall remain valid and in full force and effect from the date hereof until terminated in writing by me, and shall not be otherwise terminated or affected by my incapacity, incompetency or disability.

I do hereby expressly covenant and agree to ratify and confirm whatever my said attorney-in-fact shall do by virtue of the powers hereby granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 6th day of December, 2022.

ALEX BRADLEY NOTARY PUBLIC My Comm. Expires Aug. 24, 2026 ALABAMA STATE AT LARGE

William P. Tate

WILLIAM P. TATE

STATE OF ALABAMA

COUNTY OF Baldwin

I, the undersigned notary public in and for said state and county, hereby certify that **WILLIAM P. TATE**, whose name signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 6th day of December, 2022.

Notary Public, State At Large
My Commission expires: 8/24/2026

This instrument prepared by:
Beth McFadden Rouse
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
251-342-9172

ALEX BRADLEY NOTARY PUBLIC My Comm. Expires Aug. 24, 2026 ALABAMA STATE AT LARGE

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

NEIGHBORHOOD MEETING MINUTES

PROJECT: Tate Property Townhomes/Subdivision

OWNER: Tate Family

ENGINEER: Overstreet & Associates, PLLC

DATE: May 2, 2023 4:00 p.m.

LOCATION: Hampton Inn Conference Room

1) **Attendees: Everyone was asked to sign the attendance list-** *Attached*
2) *Project Representatives*
   a) Owner: Tate Family

      Kathy Tate – Owner's Wife
      Spencer Arnold – DR Horton Rep Ph: 251-599-9185

   b) **Engineer: Overstreet & Associates**
      Jay Broughton Ph: 251-610-8966
      Email: jay@overstreeteng.com

      Robert Cummings Ph: 251-444-7150
      Email: Robert.c@overstreeteng.com

3) Eleven citizens showed up to speak. Some expressed support for the project and some expressed concerns about the project. The comments made by the citizens are summarized below:

   A) One said they wanted it to be clear cut. Others said they wanted to keep a vegetative buffer.
   B) Concerns were expressed about items that did not have to do with this parcel such as an exposed MAWSS sewer line near Milkhouse Creek, that Old Government Street Road needs to be repaved, cut-through traffic in adjoining neighborhoods, and flooding on Milkhouse Creek.
   C) Several noted that the abandoned house on-site is used by criminals and homeless people.
   D) A gentlemen wanted it explained to him a few times how release rates from detention ponds are calculated and where the stormwater would be directed to.
   E) Many wanted to know the size townhomes and what the price points would be.
   F) A couple asked if it would be subsidized housing.
   G) One stated that large school buses would "start" coming down Old Government Street Road (they already do).
   H) One asked if MAWSS had capacity in their sewer.

l) One stated that new residents to the area would use "their" lake.

DR Horton Representative

DR HORTON TOWNHOMES
7705 OLD GOVERNMENT STREET ROAD

NEIGHBORHOOD MEETING

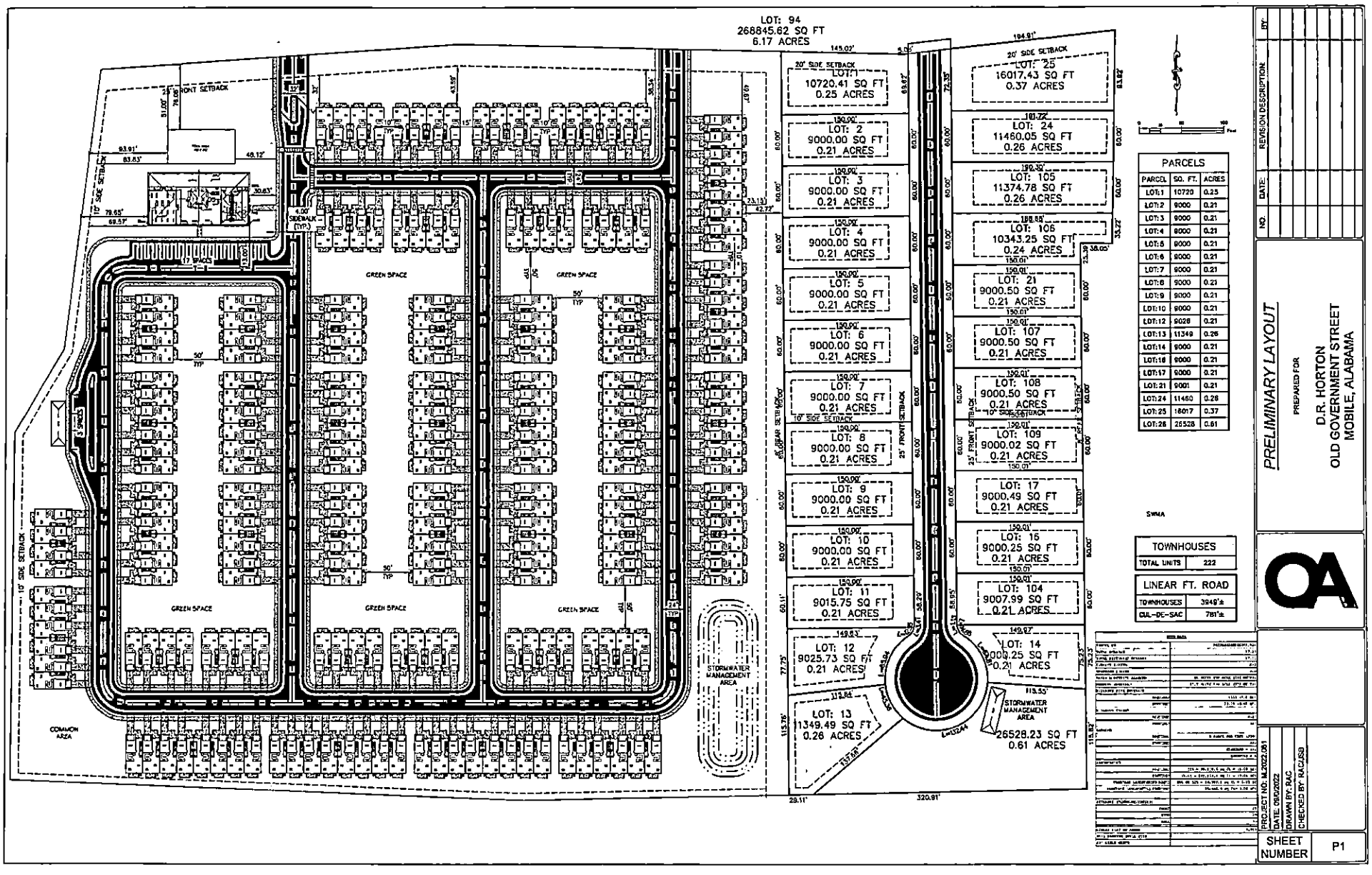
LIST OF ATTENDEES

TUESDAY, May 2, 2023 AT 4:00 p.m.

The following persons were in attendance

Name/Address	Phone Number Email
1. ROBERT CUMMINGS 1026 STANTON RD DAPHNE, AL	251-382-8824 robert.c@overstreeteng.com
2. JAY BROUGHTON 1026 STANTON RD. STE 15 DAPHNE	251 444-7150 JAY@OVERSTREETENG.COM
3. Cheryl Raley 732 Willow Bridge Dr. W. 36695	251-510-8982 Cherylraleyhoa@gmail
4. CINDY BAXTER 1655 SPRING LAKE CT	~~251.423.5777~~ BROD0722@gmail.com
Kari Carter 5. 751 Pine Run Rd. Mobile 36695	251-243-1807 AKariBear82@gmail.com
6. Robin Chestnutt 657 Willow Pointe Dr.	(251)422-4878 robinchestnutt2020@gmail.com
7. Philip W. Corley 7560 old Government St Rd 8. 251-376-0532 ELKGuide@Gmail.com	

		E-MAIL
9.	Kathy Scott Tate 15011 Maytower Rd.	Kathytate55@att.net
10.	Neil Freels 656 Kaitlyn Pointe Dr.	frielewh@comcast.net
11.	Samantha Burns 7101 Lakeview Dr. E	
12.	Mike Damoff 7101 Lake View Dr E	
13.	Sidney Wallace 7426 Willow Bridge Dr N	
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		



PARCELS		
PARCEL	SQ. FT.	ACRES
LOT:1	10720	0.25
LOT:2	9000	0.21
LOT:3	9000	0.21
LOT:4	9000	0.21
LOT:5	9000	0.21
LOT:6	9000	0.21
LOT:7	9000	0.21
LOT:8	9000	0.21
LOT:9	9000	0.21
LOT:10	9000	0.21
LOT:12	9026	0.21
LOT:13	11349	0.26
LOT:14	9000	0.21
LOT:16	9000	0.21
LOT:17	9000	0.21
LOT:21	9001	0.21
LOT:24	11460	0.26
LOT:25	16017	0.37
LOT:26	26528	0.61

TOWNHOUSES	
TOTAL UNITS	222

LINEAR FT. ROAD	
TOWNHOUSES	3949'±
CUL-DE-SAC	781'±

NO. | DATE: | REVISION DESCRIPTION: | BY:

PRELIMINARY LAYOUT

PREPARED FOR
D.R. HORTON
OLD GOVERNMENT STREET
MOBILE, ALABAMA

PROJECT NO: ML2022.081
DATE: 08/02/2022
DRAWN BY: RAC
CHECKED BY: RAC/JSB

SHEET NUMBER P1

City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Alabama Mental Health Board
c/o Alabama Dept of Mental Health
100 North Union Street
Montgomery, AL 36130

30 West Pershing LLC
c/o AMC Theatres
11550 Ash Street Suite 200
Leawood, KS 66211

Kohl's Department Stores
P.O. Box 2148
Milwaukee, WS 53201

Home Depot USA Inc
Property Tax Dept.
P.O. Box 105842
Atlanta, GA 30348

Schillinger Town Center LLC
c/o Burton Property Group LLC
41 West I-65 Service Road Suite 310
Mobile, AL 36608

Brickwalk Associates WOS LLC
c/o Kleban Properties LLC
P.O. Box 8050
Bentonville, AR 72716

Dowin & Donna Williams
2966 Harmon Williams Road
Mobile, AL 36608

Frankie Williams
7630 Old Government Street Road
Mobile, AL 36695

Philip W. Corley
7560 Old Government street Road
Mobile, AL 36695

Jose Salgado
7540 Old Government Street Road
Mobile, AL 36695

Pleasanton Hills Mobile Home Park, LLC
11820 Fountain Way Suite 202
Newport News, VA 23606

Jerry & Marie McMullen
7470 Old Government Street Road
Mobile, AL 36695

William P. Tate
P.O. Box 202
Stockton, AL 36579

James L. Tate
1033 52nd Place South
Birmingham, AL 35222

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

Agenda Item # 1

SUB-002495-2023 & ZON-UDC-002502-2023

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:
7701, 7705, 7709, 7621, and 7631 Old Government Street Road

Subdivision Name (as applicable):
Tate Property Subdivision

Applicant / Agent (as applicable):
Amanda Crose, D.R. Horton / Jay Broughton, Overstreet & Associates, RLLC

Property Owner:
James LeGrande Tate, James LeGrande Tate Jr, and William P Tate

Current Zoning:
R-1, Single-Family Residential Suburban

Proposed Zoning (as applicable):
R-1, Single-Family Residential Suburban and R-3, Multi-Family Residential Suburban

Future Land Use:
Low Density Residential

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

Schedule for Development (as applicable):
Not Applicable

Proposal:
- Subdivision approval to create 27 legal lots of record;
- Rezoning from R-1 to R-3
- **Note:**
  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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

SITE HISTORY

The site has not had any applications before the Planning Commission or Board of Adjustment. The site was annexed into the City of Mobile in 2007.

STAFF COMMENTS

Engineering Comments:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Correct the name of Old Government St. to Old Government Street Rd. on the drawing (plan view), the Surveyor's Certificate, the Title Block, and the Property Description.
C. Provide a proposed Street Name.
D. Provide and label the monument set or found at each subdivision corner.
E. Provide additional information for the various callouts of "xx' OFF" or "xx' ON".
F. Provide the proposed curve data.
G. Provide the recording data for the Vacation of the existing Drainage/Utility easement.
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 17 - #78) LOTS 1 - 27 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: LOTS 1-26 – NONE and lot 27 – 17,000 sf.
I. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
J. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
K. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
L. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
N. The proposed road shall be constructed in accordance with current Engineering Department policy letters and design criteria. This would allow the potential for future acceptance of the roadway (and dedicated ROW) by the City.
O. Provide the as-built certification form, test reports, etc. and as-built plans for the proposed infrastructure prior to providing a copy of the FINAL PLAT to the Engineering Dept. for FINAL PLAT review.
P. The street must be submitted for acceptance by the Mobile City Council prior to submitting the Final Plat for City Engineer signature.
Q. 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 COMMENTS

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Each Lot Owner (LOTS 1 – 26) shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. 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.
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 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 Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 27-lot subdivision. Lots 1-26 would be served by a new public right-of-way to be constructed, and are to be developed with single-family residential dwellings. Lots 1-26 exceed the minimum lot size for a newly platted property in an R-1, Single-Family Residential Suburban District, and Lot 27 exceeds the minimum lot size for a newly platted property in an R-3, Multi-Family Residential Suburban District. If approved, the lot sizes should be retained in square feet and acres on the Final Plat.

The site has frontage on Old Government Street Road, a minor street without curb and gutter, and has an existing compliant right-of-way of 60-feet, making no dedication necessary. The unnamed, proposed right-of-way is depicted to have a compliant 60-foot right-of-way, with a sufficient cul-de-sac.

There is a 30-foot drainage and utility easement depicted through proposed Lot 27, that is labeled as "to be vacated." If the Subdivision application is approved, either the vacation of the easement will need to be completed prior to the signing of the Final Plat, or the easement will need to be retained on the Final Plat, with a note stating that no structures are allowed to encroach in any easement without permission of the easement holder.

The preliminary plat shows the required 25-foot minimum building setback along all frontages, and should be retained on the Final Plat, if approved. It should be noted that side and rear setbacks are depicted for the proposed Lots 1-26, and exceed those required by the Unified Development Code (UDC), with the exception of Lots 1 and 25 depicted as having a 20-foot setback along Old Government Street Road.

The proposed Lot 14 is proposed to be the location of the central mail pickup for the proposed single-family development. As such, it should be relabeled as "Common Area". If approved, a note should be placed on the Final Plat stating the maintenance of Common Areas is the responsibility of the property owners, and not the City of Mobile.

Rezoning

The applicant is proposing to maintain the existing R-1 zoning for Lots 1-26, with the proposed Lot 27 to be rezoned to R-3, in order to accommodate a planned 222-unit townhome development. It should be noted that based on the size of Lot 27 (17.03± Acres), and the maximum density allowable (25 dwelling units/acre), Lot 27 could have up to approximately 425 dwelling units.

The site abuts the City Limit line to the East and South, with the abutting properties being used residentially and as a park. To the West and South, is zoned B-3, and used commercially. To the North, across Old Government Street Road, is R-1, properties that are largely used residentially as well as non-conforming commercial uses.

It should be noted that the lot numbering on the plat submitted does not correspond with the rezoning application. While the rezoning application is not site plan specific, this discrepancy should be corrected; including the revision of Lot 14 to be a "Common Area".

The townhome development is depicted as having a clubhouse with pool, and a mailbox kiosk. There are no dumpsters or trash compactors shown on the site. If dumpsters or trash compactors are to be utilized, they must be placed outside of any setbacks or easements, and have a compliant enclosure.

Each townhome is shown as having a one-car garage, with a driveway, as well as 17 parking spaces by the clubhouse, and three (3) parking spaces by the mail kiosk. It should be noted that the driveways provide approximately 8-feet wide by 16-feet deep driveways for vehicles to park. Parking for the development is

required at a ratio of 1.5 parking spaces per dwelling unit, and cannot be stacked, but rather side-by-side. Furthermore, no accessible parking spaces are depicted. If approved, accessible parking spaces should be provided, as required by the International Building Code and Americans with Disabilities Act.

No sidewalks are shown along the Old Government Street Road or the new single-family residential street. Sidewalks will be required unless a waiver is approved.

The site plan depicts a pool in the front yard, along Old Government Street Road. Pools are allowed in side and rear yards, but not front yards. As such, if approved, the pool should be relocated.

As previously stated, the rezoning application is not site plan specific; however, if the property (proposed Lot 27) is rezoned, full compliance with the Unified Development Code (UDC) is required. To comply with the Unified Development Code the developer should be mindful of all UDC requirements, but below is a short list of particular items in Articles 2 and 3 that must be addressed at the time of permitting.

- Provision of 700 square feet of common open area (64-2-7), with an approved instrument recorded in Probate Court regarding these areas and the long-term maintenance thereof (64-3-11).
- Compliance with the Building Design and Height standards (64-3-6).
- Compliance with the Parking and Loading, as well as Pedestrian Circulation and Sidewalks requirements (64-3-12 and 64-3-3).
- Provision of compliant Landscaping and Tree Plantings (64-3-7).

Again, it must be noted that full compliance with the UDC will be required, the above is simply a short list of specific items that the applicant must take into consideration when preparing plans for compliance with the entire UDC prior to submission for 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 all right-of-way widths as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Relabel "Lot 14" to be "Common Area";
4. Placement of a note stating that maintenance of the Common Area is the responsibility of the property owners and not the City of Mobile;
5. Either completion of the vacation of the easement on Lot 27, or retention of the easement with placement of a note stating that no structures are allowed to be erected in any easement without the easement holder's permission;
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.

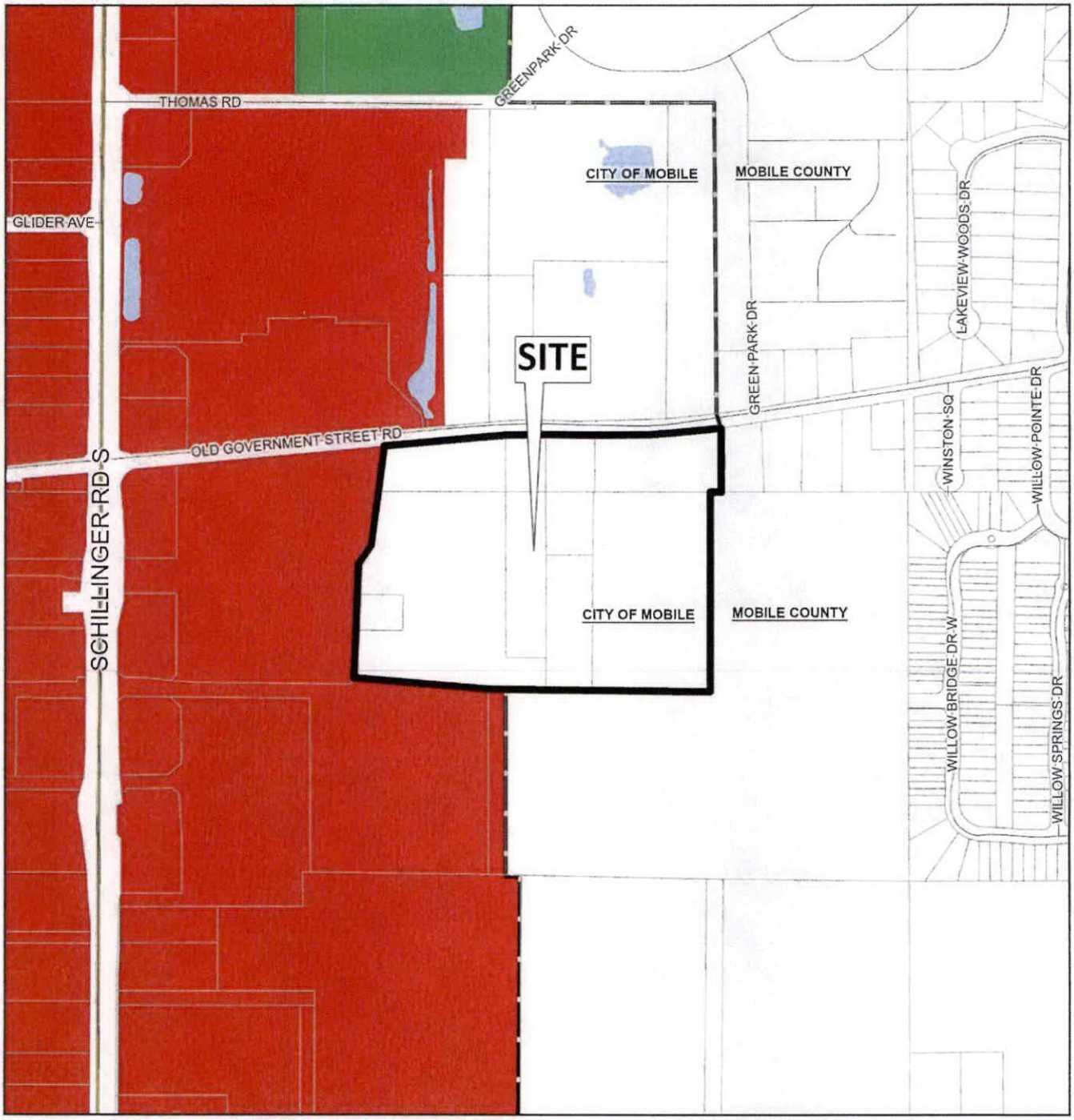
The applicant's responses to address the above criteria are available in the link on page one (1).

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 1 DATE June 1, 2023

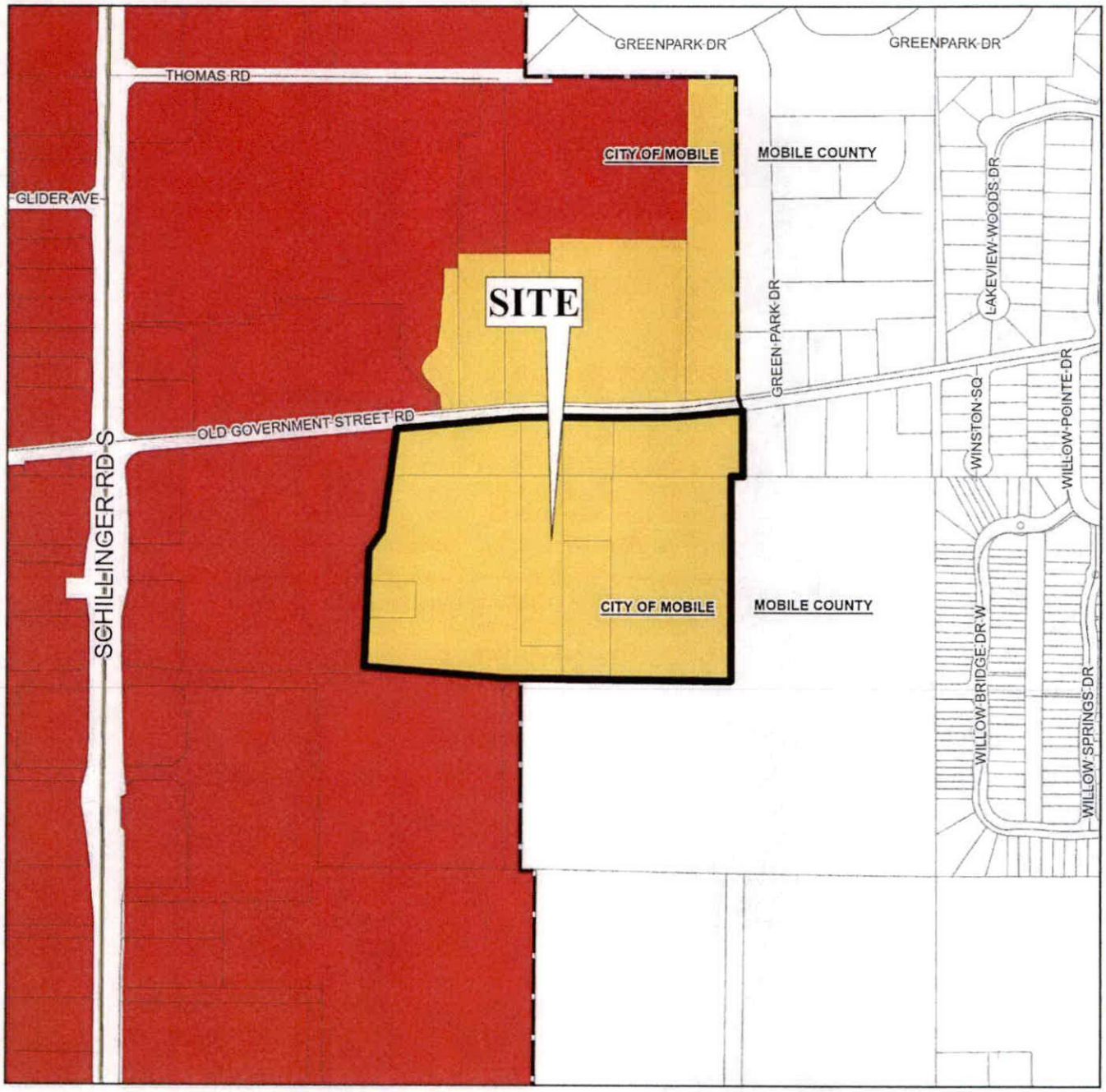
APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

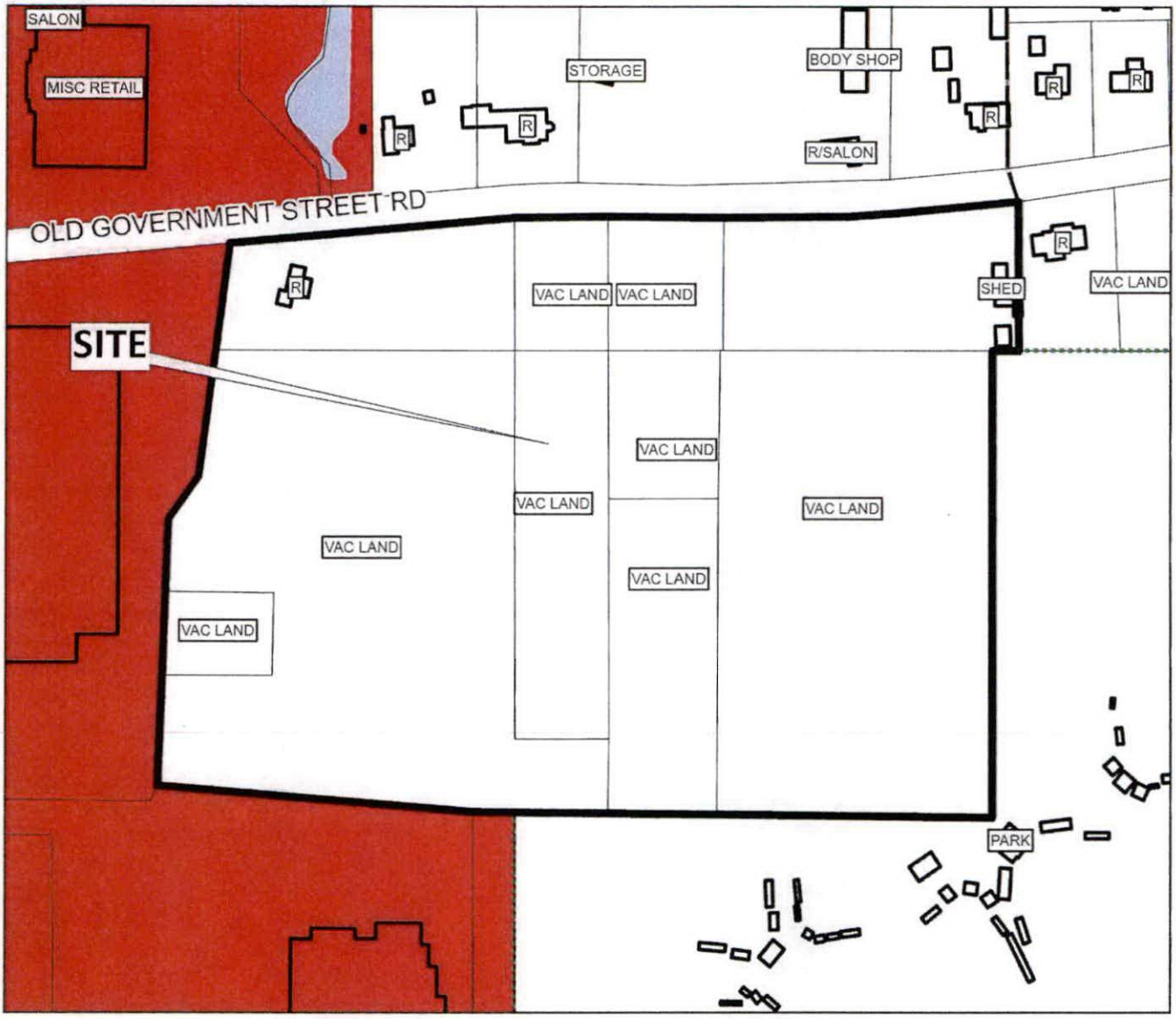
REQUEST Subdivision, Rezoning from R-1 to R-3

- 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 and commercial units.

APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

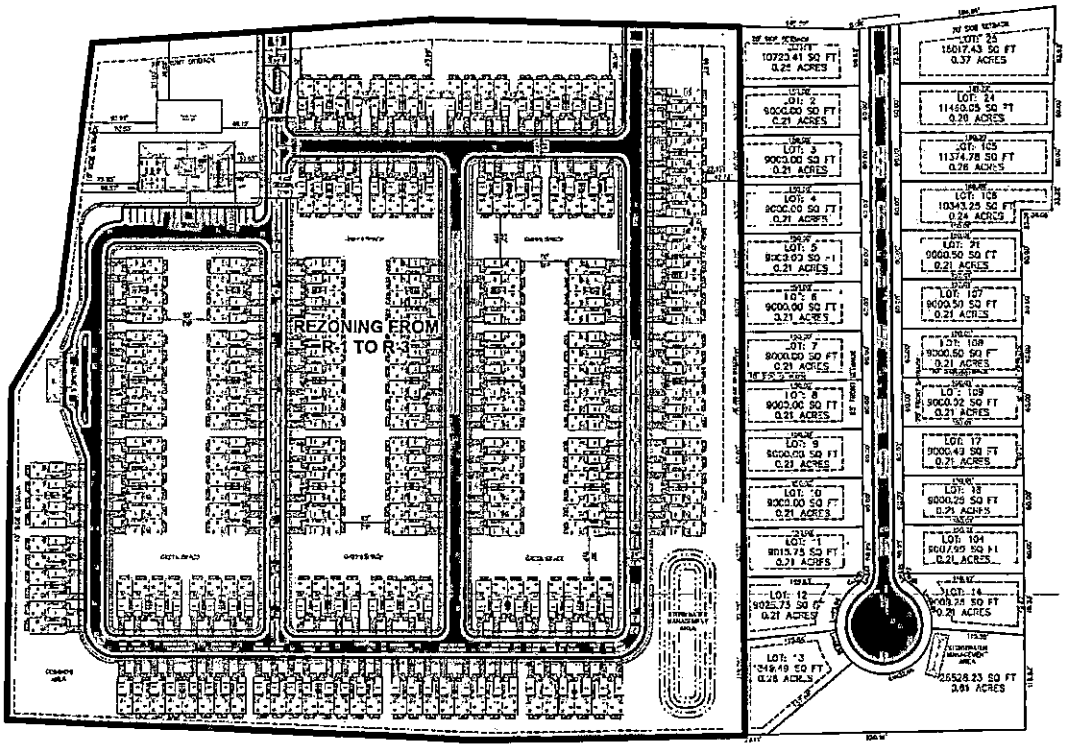
REQUEST Subdivision, Rezoning from R-1 to R-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

SITE PLAN



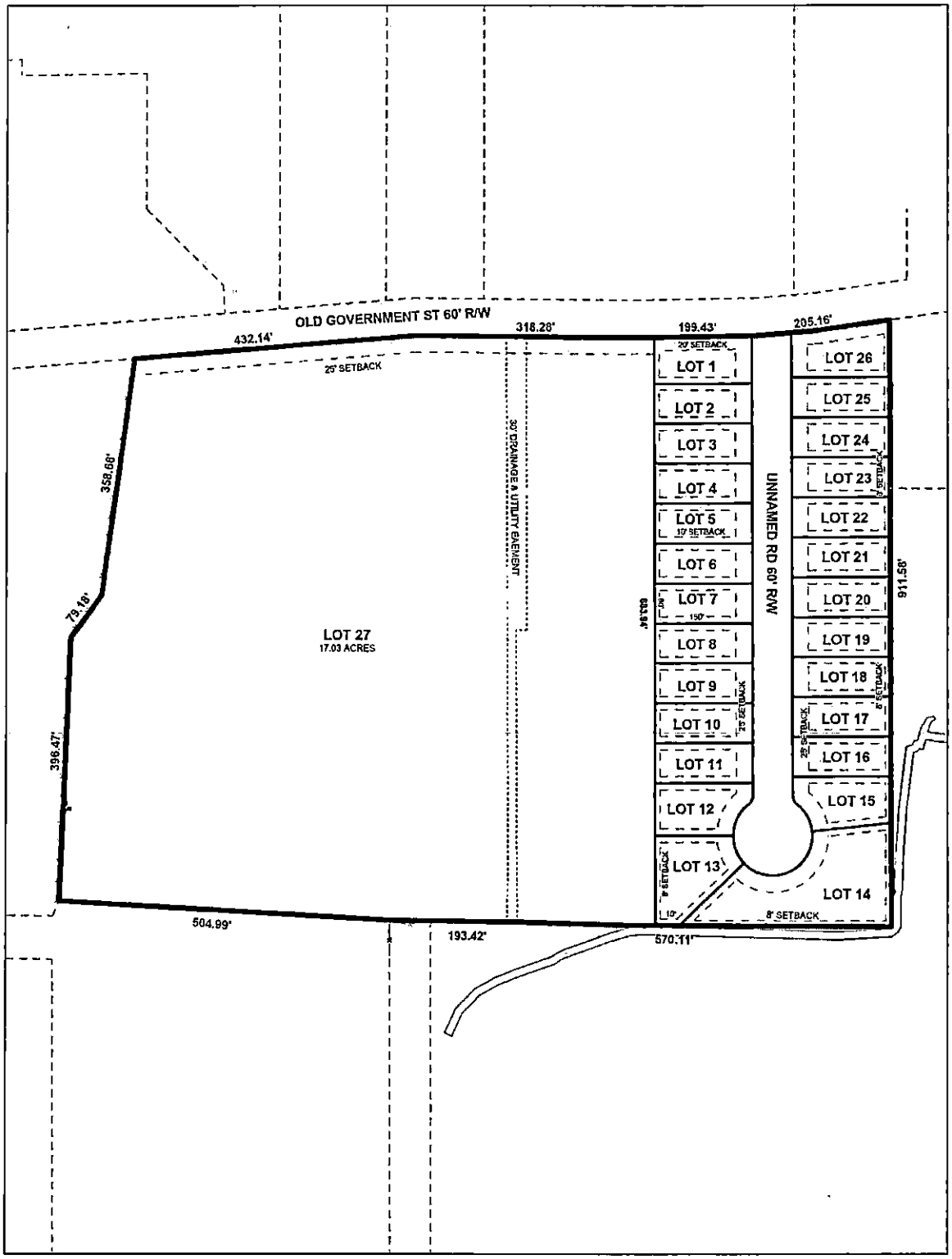
The site plan illustrates the proposed roads, lots, setbacks, and townhomes.

APPLICATION NUMBER	1	DATE	June 1, 2023
APPLICANT	Tate Property Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN

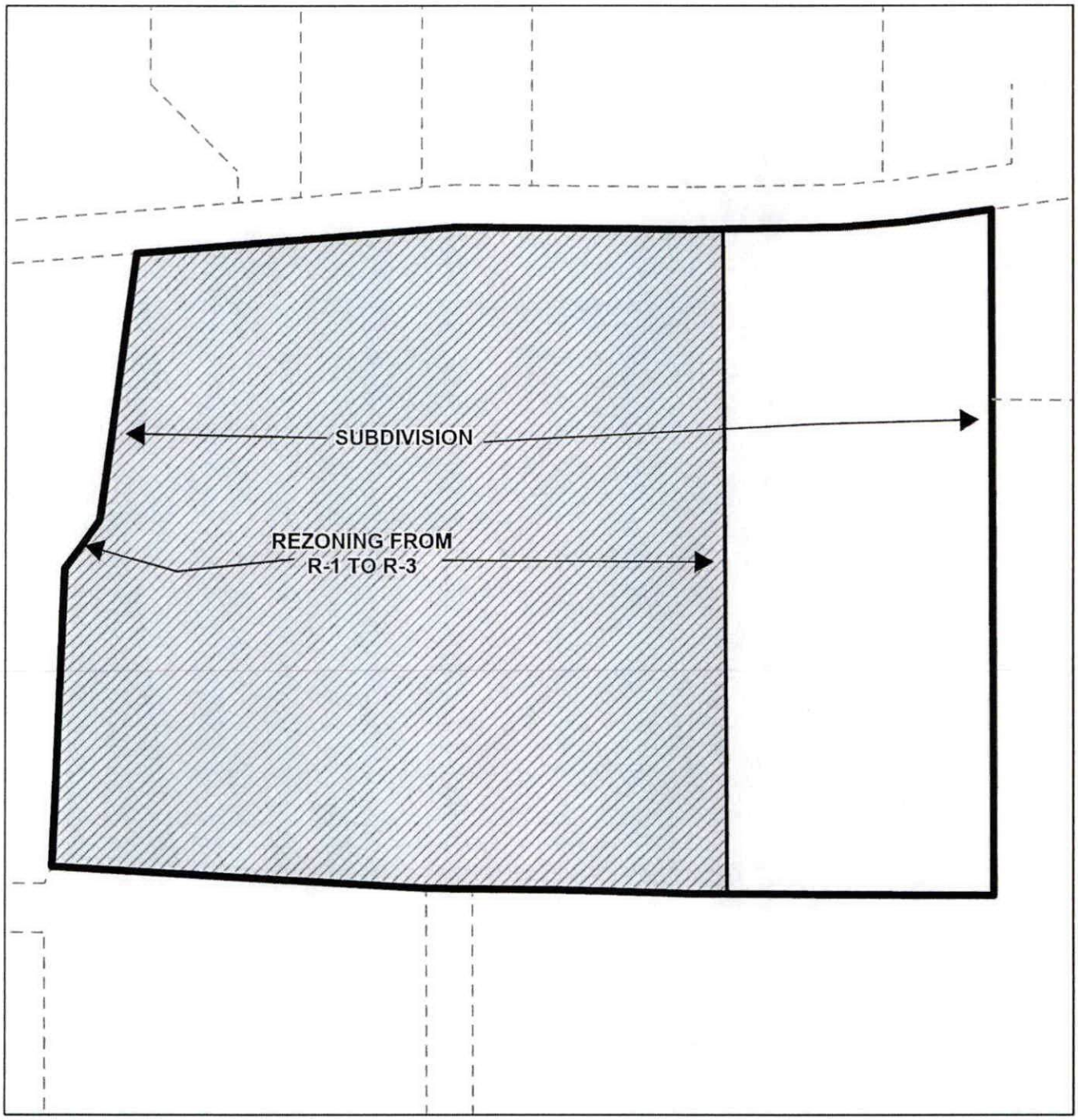


APPLICATION NUMBER	1	DATE	June 1, 2023
APPLICANT	Tate Property Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-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	■				■		■					□	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)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson and Councilmember Joel Daves

Purpose and Scope of Project:

Mobile County Commission wishes to contribute funds to the Country Club Road Sidewalk Project.

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	5/1/2024
Agreement	Backup Material	5/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	5/1/2024 - 1:35 PM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:10 PM
Legal	Kern, Chris	Approved	5/1/2024 - 1:35 PM

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Appropriation Agreement between the Mobile County Commission and City of Mobile for County funds appropriated to the Country Club Road Sidewalk Project, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

_____
City Clerk

APPROPRIATION CONTRACT BETWEEN MOBILE
COUNTY COMMISSION AND CITY OF MOBILE
(COUNTRY CLUB ROAD SIDEWALK PROJECT)

WHEREAS, county governments in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and a public benefit provided; and

WHEREAS county commissions are further authorized to make and enter into such contracts as may be necessary or as may be deemed necessary or advisable by such commissions to build, construct, make, improve and maintain a good system of public roads, bridges, and ferries in their respective counties, whether at their sole expense or in conjunction with other governmental entities; and

WHEREAS, counties and municipalities situated therein may enter into mutual agreements providing for the control, management, supervision, regulation, repair, maintenance, or improvement of public streets or parts thereof lying within the corporate limits of an incorporated municipality; and

WHEREAS, the Mobile County Commission wishes to contribute to the City of Mobile's "Country Club Road Sidwalk Project", a sidewalk project to be constructed within boundaries of the City of Mobile utilizing its Private/Public Sidewalk Protocol for Private Residential Initiative for new sidewalks on Country Club Road from Hillwood Road to Wimbledon Drive and also a sidewalk on Westgate Road from Country Club Road to Bit & Spur Road (the Project); and

WHEREAS, the Mobile County Commission finds and determines that a public purpose will be served thereby.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, Mobile County, Alabama, a body corporate and politic, acting by and through the

Mobile County Commission (the County), and the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor (the City), enter into the following mutual agreement:

1. The County will appropriate for the use of the City the sum of $25,000.00 (the funds) to be paid in one lump sum upon notice from the City that it has advertised for bids for the Project and awarded said bid. Said payment shall be paid in fifteen (l5) days of the date of said notice and if for any reason the City does not accept the lowest responses from the responsible bidder then the funds shall be remitted back to the County unless an agreement between the parties' states otherwise.

2. The City shall apply the funds to the Project, and to no other use or purpose.

3. The City shall promptly advise the County of completion of the Project.

4. The City shall in the performance of this contract comply strictly with all state and federal laws, rules, and regulations, and shall specifically assure that no person is subjected to discrimination on the grounds of race, sex, color, national origin, or handicap.

5. The City is, shall be and always remain responsible for the construction, control, management, supervision, regulation, repair, maintenance, and improvements of the sidewalks and crosswalks which are a part of the Project.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

[SIGNATURE PAGE TO FOLLOW]

MOBILE COUNTY COMMISSION

_____
Randall Dueitt, President

ATTEST:

_____
E. Edwin Kerr, Interim County Administrator

CITY OF MOBILE

_____
William S. Stimpson, Mayor

ATTEST:

_____
Lisa Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Benjamin Reynolds

Purpose and Scope of Project:
Funds will be used to assist Mim's Park, Field A, with growth for its area's baseball league.

Amount of Contract:
$5,445.00

Funding Source

Project # DSC-04/10041020-42080 **Discretionary Funds** DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER RESOLUTION - P&R	Cover Memo	4/29/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/29/2024 - 1:27 PM

60- 2024

R E S O L U T I O N

Sponsored by: *Benjamin Reynolds, Councilmember District 4*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$5,445.00** be transferred from the District 4 General Fund, Discretionary Account DSC-04, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with Mim's Park, Field A, growth of the area's baseball league.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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	5/3/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/2/2024 - 10:36 AM

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:	Retail Beer (Off Premises Only) License
Submitted by:	El Valle Market, LLC
Location:	El Valle Market 2029 Airport Boulevard Suite FG Mobile, AL 36606

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
04/18/2024	NEW APPLICATION	2024 - 5651	128782	2	May 7, 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)
050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name
EL VALLE MARKET LLC

Trade Name (DBA)
EL VALLE MARKET

Location Address
2029 AIRPORT BLVD STE FG

City, State, Zip Code
MOBILE AL 36606

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
04/18/2024	NEW APPLICATION	2024 - 5651	128782	2	May 7, 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)
050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name
EL VALLE MARKET LLC

Trade Name (DBA)
EL VALLE MARKET

Location Address
2029 AIRPORT BLVD STE FG

City, State, Zip Code
MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
INTERIM CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Interim Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: April 25, 2024

Re: Alcoholic Beverage License Application No. 5651
EL VALLE MARKET LLC
D/B/A: El Valle Market
2029 Airport Blvd Ste FG
Mobile, AL 36606
Ricardo Saavedra, member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named Brick and Spoon. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

_____✓_____ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

APR 25 2024

_____
ASST. CHIEF OF POLICE

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
INTERIM CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: _____
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: April 25, 2024

Re: Alcoholic Beverage License Application No. 5651
EL VALLE MARKET LLC
D/B/A: El Valle Market
2029 Airport Blvd Ste FG
Mobile, AL 36606
Ricardo Saavedra, member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named El Valle Market. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

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
04/18/2024	NEW APPLICATION	2024 - 5651	128782	2	May 7, 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)

050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name

EL VALLE MARKET LLC

Trade Name (DBA)

EL VALLE MARKET

Location Address

2029 AIRPORT BLVD STE FG

City, State, Zip Code

MOBILE AL 36606

Contact Person Information

Name	Title	POA	Phone	Email
RICARDO SAAVEDRA	MEMBER	NO		RSAA086@GMAIL.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
04/18/2024	NEW APPLICATION	2024 - 5651	128782	2	May 7, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	

Business Information

Legal Business Name	Trade Name (DBA)
EL VALLE MARKET LLC	EL VALLE MARKET

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	02/07/2024	001-120-064	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
99-1244175	R012021983		

Physical Address (Street Address, Suite #)	City	State	Zip Code
2029 AIRPORT BLVD STE FG	MOBILE	AL	36606

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
CONVENIENCE STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
RICARDO SAAVEDRA	MEMBER	NO		RSAA086@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
KORBET'S RESTAURANT INC	(251) 471-8000	GCATRANIS@CEPROPERTIES.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2033 AIRPORT BLVD STE D	MOBILE	AL	36606

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
1,800	0	YES	YES	SHOPPING CENTER	PARTIAL - ATTACHED

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials RS

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)	
SAAVEDRA, RICARDO	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth / **Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO	BARIACHI MIDTOWN LLC	BARIACHI MEXICAN KITCHEN	2032 AIRPORT BLVD MOBILE 36606

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 RS

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

RS 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.

RS 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.

RS 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.

RS 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.

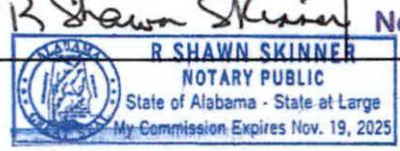
RS Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

RS 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.

RS 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
Ricardo Saavedra	4-18-24
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	member

Sworn to and subscribed before me this 18 day of April 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner		November 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

April 18, 2024

EL VALLE MARKET

2029 AIRPORT BOULEVARD

SUITE FG

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 128782 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1779227	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

04/18/2024 11:27AM JESSICA C
039756-0015

BUSINESS LICENSE
EL VALLE MARKET LLC
128782
2024 Item: 1779227
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********1008
Ref=d16e77d5-92e2-4c87-a283-c137b199c702
Auth=807628

Change due **$0.00**

Paid by: SAAVEDRA/RICARDO



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

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:

EL VALLE MARKET LLC dba **EL VALLE MARKET**

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY)

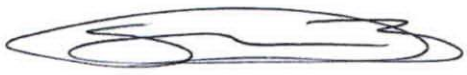
for the premises located at **2029 AIRPORT BLVD STE FG** , Mobile, Alabama.

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 7, 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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240403094109038

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: **State:** **County:**

Trade Name: EL VALLE MARKET **Filing Fee:** $50.00

Applicant: EL VALLE MARKET LLC **Transfer Fee:**

Location Address: 2029 AIRPORT BLVD STE FG MOBILE, AL 36606

Mailing Address:

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 02 **Type Ownership:** LLC

Book, Page, or Document info: 001-120-064

Do you sell Draft Beer?:

Date Incorporated: 02/07/2024 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 02/07/2024

Federal Tax ID: 99-1244175 **Alabama State Sales Tax ID:** R012021983

Name:	Title:	Date and Place of Birth:	Residence Address:
RICARDO SAAVEDRA	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: RICARDO SAAVEDRA **Home Phone:** 251-510-1896
Business Phone: 251-510-1896 **Cell Phone:** 251-510-1896
Fax: **E-mail:** RSAA086@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: 20240403094109038

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: KORBETS RESTAURANT INC 251-454-9696
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1800 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240403094109038

Initial each — **Signature page**

RS In reference to law violations, I attest to the truthfulness of the responses given within the application.

RS In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

RS In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XX In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

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.

RS 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.

RS 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.

RS 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): Ricardo Saavedra

Signature of Applicant:

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240403094109038

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: 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
License Covers: STE FG

Look Up a ZIP Code™ FAQs

Go to

ZIP Code™ by Address

You entered:

2029 AIRPORT BLVD STE FG
MOBILE AL
36606

Feedback

If more than one address matches the information provided, try narrowing your search by entering a street address and, if applicable, a unit number. **Edit and search again. (zip-code-lookup.htm?byaddress)**

Showing Results
1- 10 of 11

2029 AIRPORT BLVD STE FG
MOBILE AL **36606-1754**

2029 AIRPORT BLVD
MOBILE AL **36606-1754**

2029 AIRPORT BLVD STE (Range A - G)
MOBILE AL **36606-1731**

2029 AIRPORT BLVD STE K
MOBILE AL **36606-1731**

2029 AIRPORT BLVD STE (Range H - J)
MOBILE AL **36606-1758**

(ODD Range 2001 - 2049) AIRPORT BLVD
MOBILE AL **36606-1366**

Receipt Confirmation Page

Receipt Confirmation Number: 20240403094109038

Application Payment Confirmation Number: 99089798

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
			$0.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **EL VALLE MARKET**
Applicant Name: **EL VALLE MARKET LLC**
Location Address: 2029 AIRPORT BLVD STE FG
MOBILE, AL 36606
Mailing Address:

Contact Person: RICARDO SAAVEDRA
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: MEMBER

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20240403094109038
Application Payment Confirmation Number: 99089798

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: APPLICATION
License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.4

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

March 13, 2024

Dear Mr. Saavedra,

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 334-676-7700 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:'
NAME:SAAVEDRA RICARDO
SOC
ABI RESULT:IDENT
SID:

CERTIFIED COPY OF ALEA DOCUMENT

03-13-2024 09:57
*ATN/
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID
*-CIVIL APPLICANT RESPONSE- REPORT DATE:
*NAME STATE ID NO. FBI ID NO.
*SAAVEDRA,RICARDO
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*M W 165 BRO BRO MM
*SOCIAL SECURITY SCARS-MARKS-TATTOOS
*ALIAS NAMES
* SAVVEDRA,RICARDO
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
*LAST PAGE ON SID

SEQ # 300 MRI #

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 Secretary of State. **The information required in this form is required by Title 10A.**

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*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   El Valle Market LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Ricardo Saavedra

   Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

   _____

   *COUNTY of above address: MOBILE

   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.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-120-064 DLL

Date	02/07/2024
Time	12:37:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 2 / 7 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 37 ○ AM or ◉ 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).

2 / 7 / 2024
Date (MM/DD/YYYY)

Ricardo Saavedra
Signature as required by 10A-5A-2.04

Owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

List of Current Member

The following individual is the only member of: El Valle Market LLC

NAME: Ricardo Saavedra TITLE: Member

Ricardo Saavedra
PRINTED NAME OF MEMBER


SIGNATURE OF MEMBER

3-21-24
DATE

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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:

El Valle Market LLC

This name reservation is for the exclusive use of Ricardo Saavedra, 9068 Redberry dr, Mobile, AL 36695 for a period of one year beginning February 07, 2024 and expiring February 07, 2025

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.

February 07, 2024

Date

RES138534

Wes Allen **Secretary of State**

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-08-2024

Employer Identification Number:
99-1244175

Form: SS-4

Number of this notice: CP 575 A

EL VALLE MARKET LLC
RICARDO SAAVEDRA SOLE MBR
9086 REDBERRY DR
MOBILE, AL 36695

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1244175. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2024
Form 940	01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EL VALLE MARKET LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012021983	04/1/2024	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. Stathopoulos

Deputy Commissioner

NAICS CODE: 424410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2029 AIRPORT BLVD STE FG MOBILE AL 36606-1754

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

LOTS 1-11-12-13 BLK 1 GOVT ST EXT DBK 156/419
#SEC 29 T4S R1W #MP29 09 29 1 001

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by El Valle Market 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 16TH day of APRIL 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Jamini B. Patel	JBPatel	My Commission Expires 8/27/202

Notary Stamp

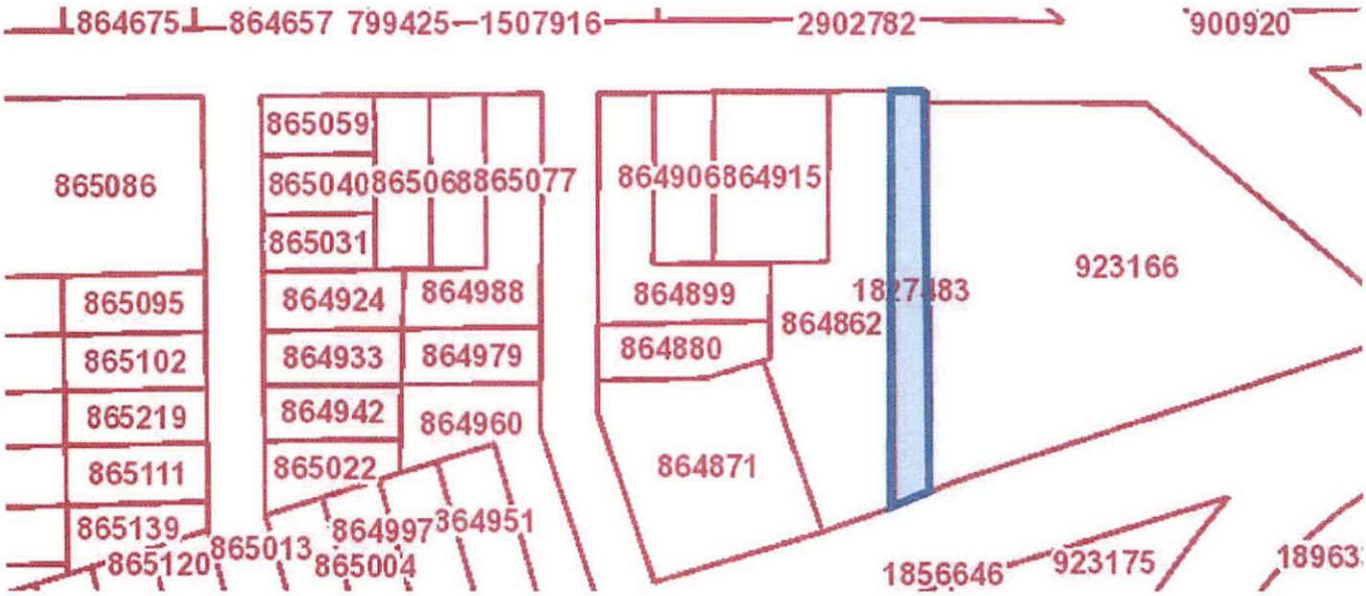
ALABAMA STATE AT LARGE NOTARY PUBLIC JAMINI B. PATEL

Owner of Property (Print Name)	Applicant Name (Print Name)
George Chirani	Ricardo Saavedra
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
2033 - D. Airport Blvd	
City, State, Zip	
Mobile AL 36606	
Date Agreement Signed	
4-16-24	4-16-24

Mobile County Property Search

Key Number: 1827483 For Year 2023

Map



Property Details

Account	
Key Number:	1827483
Legal Description:	BEG AT NW COR OF SEC 28 T4S R1W GOVERNMENT ST EXT SUB DBK 156 PG 419 RUN S 88 DEG 44 MIN 30 SEC E ALG N/L OF SD SEC 28 ALSO BEING S ROW OF AIRPORT BLVD 30 FT TH S 01 DEG 09 MIN 55 SEC W 343.08 FT TO PT ON N ROW OF GOVERNMENT ST TH S 74 DEG 45 MIN W ALG SD N ROW OF GOVERNMENT ST 31.28 FT TH N 01 DEG 09 MIN 55 SEC E ALG W/L OF SD SEC 28 PER GOVT ST EXT 351.97 FT TO POB BEING PT OF ILLINOIS CENTRL GULF RAILROAD COMPANYS ABANDONED SPUR ROW CONTG 10425 SQU FT #SEC 28 T4S R1W #MP29 10 28 2 002
Parcel Number:	2910282002001001
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	CATRANIS NICHOLAS T AS TRUSTEE OF THE

My Place

2029 AIRPORT BLVD

- **Parcel Information:**

Key / ID:
01827483 / R022910282002001.001
Owner:
Catranis Nicholas T as Trustee of the Family Trust Uwo
Ethel P Catranis
2033 Airport Blvd Ste D

Mobile, Al 36606

Subdivision:
None

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
2

- **Township/Range/Section:**
4s1w28

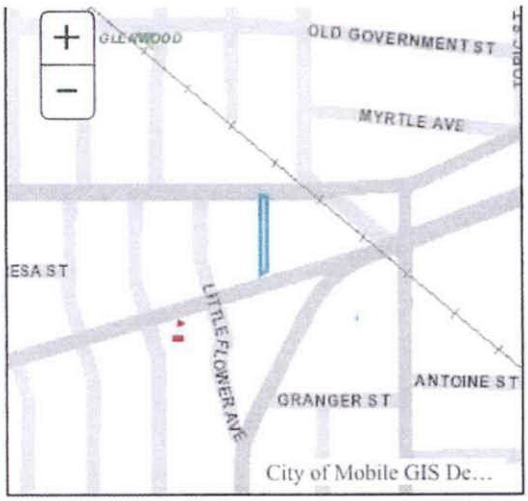
- **Tract Census 2010:**
002501

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1783300.145
Y: 246257.188

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Station 9 Husband

- **Garbage Pickup Day:**
Thursday-East - Route D

- **Police Precinct / Beat:**
Precinct - 3 / Beat - 35

- **Trash Pickup Day/ Unit:**
Monday South - biweekly / Td-12

- **Community Action Group:**
N/A

Political:

- **City Council District:**
2 - William Carroll

- **County Commissioner District:** 3

- **State House District:** 103

- **State Senate District:** 33

School:

- **Elementary School District:**
Leinkauf

- **High School District:**
Murphy

- **Middle School District:**
Williamson Preparatory

- **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.

SHOPPING CENTER LEASE

Article I DESCRIPTION
Article II CONDUCT OF BUSINESS
Article III TERM
Article IV SECURITY DEPOSIT
Article V RENT
Article VI PARKING AND COMMON AREA AND FACILITIES
Article VII COMMON AREA MAINTENANCE
Article VIII SIGNS, FIXTURES, ALTERATIONS, ADDITIONAL BUILDINGS
Article IX MAINTENANCE OF LEASED PREMISES
Article X INSURANCE AND INDEMNITY
Article XI UTILITIES
Article XII OFFSET STATEMENT, ATTORNMENT, SUBORDINATION
Article XIII ASSIGNMENT, SUBLETTING, CONCESSIONS
Article XIV NUISANCES, GOVERNMENTAL, REGULATION
Article XV DESTRUCTION OF LEASED PREMISES
Article XVI EMINENT DOMAIN
Article XVII DEFAULT OF THE LESSEE
Article XVIII ACCESS BY LESSOR
Article XIX LESSEE'S PROPERTY
Article XX HOLDING OVER, SUCCESSORS
Article XXI QUIET ENJOYMENT
Article XXII MISCELLANEOUS

Ste FG

STATE OF ALABAMA

COUNTY OF MOBILE

THIS INDENTURE OF LEASE, made on the 7th day of February,2024 by and between Korbet's Restaurant Inc. of 2033 Airport Blvd., Suite D Mobile, AL 36606 herein called "Lessor", and El Valle Market LLC of 9068 Redberry Drive, Mobile, Alabama 36695 herein called "Lessee",

ARTICLE I -DESCRIPTION

(1.01) LEASED PREMISES

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee, and Lessee rents from Lessor, those certain premises now located in the Korbet's Square Shopping Center (herein called "Shopping Center") in Mobile City, Mobile County, State of Alabama, and identified as 2029 Airport Blvd Ste FG, Mobile, AL 36606, herein called the "Leased Premises", and containing approximately 1,800 +/- sq. ft., more or less, together with the right in common with others to use, subject to the terms and conditions hereinafter contained, the automobile parking areas, driveways, footways, service roads and other common facilities as from time to time may be designated by Lessor, for a term commencing and ending as hereinafter provided.

ARTICLE II -CONDUCT OF BUSINESS

(2.01) USE OF PREMISES

Lessee shall use the leased premises solely for the purpose of conducting the business of Grocery / Butcher Store.

(2.02) OPERATION OF BUSINESS

Lessee will occupy the premises promptly upon commencement of the term and thereafter will continuously conduct for the entire term of this lease in the demised premises business as above stated during regular business hours.

ARTICLE III -TERM

(3.01) LENGTH OF TERM AND COMMENCEMENT DATE

The term of this lease shall be for Eighteen (18) Months. The term of this lease shall commence on the earlier of May 1, 2024, or 1st day business is open. Provided it is not then in default of any provision of this lease the Lessee, at its option, shall have the right to extend this lease for 1st Option of One (1) additional Eighteen (18) months option from November 1, 2025, to April 30, 2027 and then 2nd Option to be One (1) additional Five (5) year term from May 1, 2027, to April 31, 2032 at the rent described below, such option to be exercised by Lessee providing written notice to Lessor at least ninety (90) days before the conclusion or expiration of the original eighteen (18) month lease term.

ARTICLE IV – SECURITY DEPOSIT

(4.01) SECURITY DEPOSIT

Lessee will deposit with Lessor the sum of No Dollars ($0.00) as a security deposit for the faithful performance of all of the terms and covenants of this lease, to be returned to the Lessee at the termination of this lease or any extension thereof if Lessee does not default on any of the terms of this lease. This deposit may be commingled with other funds of Lessor. In case of any default of any term of this lease by Lessee the Lessor may retain said deposit to apply to any unpaid rent or other damages and sums due Lessor by Lessee pursuant to the terms hereof.

ARTICLE V- RENT

(5.01) MINIMUM RENT

Lessee promises and agrees to pay Lessor as fixed minimum rental for said premises for the initial term hereof the sum of Twenty Seven Thousand Dollars ($27,000.00) which is payable in Eighteen (18) equal monthly installments of One Thousand Five Hundred Dollars ($1,500.00) due in advance on or before the first day of each month, at the office of Lessor's Agent or at such other place designated by Lessor, without any prior demand therefor, and without any deduction or setoff whatsoever.

If the 1st option to extend the lease is exercised by Lessee, then during said extended term the fixed minimum rental for said premises shall be the sum of Thirty-Two Thousand Four Hundred Dollars ($32,400.00) in Eighteen (18) equal monthly installments of One Thousand Eight Hundred Dollars ($1,800.00).

If the 2nd Option to extend the lease is exercised by Lessee, then during said extended term the fixed minimum rental shall be One Hundred Thirty Five Thousand Dollars ($135,000.00) which is payable in Sixty (60) equal monthly installments of Two Thousand Two Hundred Fifty Dollars ($2,250.00) as set forth above. If any term hereof commences on other than the first day of a calendar month, the Lessee shall pay pro rata rent in advance for the period from such commencement date to the first day of the ensuing calendar month. Said pro rata rent shall be determined by multiplying the rent as provided in this lease by a fraction, the numerator of which is the number of days remaining in the month in which the lease commences and the denominator of which is the total days in such month.

(5.02) ADDITIONAL RENT – Pro Rata

Lessee shall each month pay as additional rent Lessee's pro rata share of real estate taxes and similar charges; insurance (fire and extended coverage and liability); and common area maintenance (collectively referred to as "CAM Charges"); all as more particularly described in Article VII of this lease. The current charges for real estate taxes, insurance, and common area maintenance are $300.00 per month. The CAM Charges may be increased or decreased at any time during the lease term or any extension thereof in accordance with the actual costs incurred by Lessor. A more detailed description of the common area maintenance and CAM Charges is set forth in Article VII herein.

$ 300.00 per month CAM shall be capped for the first 24 months of operation. After 24 months, the tenants pro rata CAM share shall apply as stated in the lease.

(5.03) LATE CHARGE

Lessee agrees that in the event Lessee is more than five (5) days late in paying any monthly installment of rent, Lessee will pay, in addition to all other payments provided for in the lease, a late charge of Ten Percent (10%) for each such late monthly installment of rent.

(5.04) INTEREST ON RENT AND OTHER CHARGES

If Lessee shall fail to pay any rent or other charges when same is due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment of same at the rate of eight percent (8%) per annum.

(5.05) RETURNED CHECKS

If the Lessor is given a check and said check is not honored on presentation for any reason whatsoever, Lessee agrees to pay an additional sum of ($30.00) in addition to any late charges.

ARTICLE VI- PARKING AND COMMON USE AREAS AND FACILITIES

(6.01) CONTROL BY LESSOR

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, pedestrian sidewalks, malls and ramps, landscaped areas, exterior stairways, and other areas and improvements provided by Lessor for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to alter the same and to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Lessor shall have the right to construct, maintain and operate and to permit others to construct maintain and operate, under lease or other agreement with Lessor, kiosks, sales offices, tent sales, sidewalk sales, privileged parking areas, buildings, signs, lighting and other facilities and uses on all said areas and improvements; to police the same; from time to time to change the area size, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to close, temporarily or permanently, all or any portion of said areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as the Lessor shall determine. Lessor shall have the right to use, lease, operate and maintain the common facilities referred to above in such manner as Lessor, in its sole discretion, shall determine from time to time, so long as adequate facilities in common are made available to the Lessee. Without limiting the scope of such discretion, Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

(6.02) EASEMENTS

No representation on the part of the Lessor or Lessor's agent is herein contained

concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land effecting the property or improvements herein demised, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of Mobile County, Alabama, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescription and covenants running with the land, and zoning ordinances, and to defend, indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee.

ARTICLE VII- CAM CHARGES

(7.01) CAM CHARGES – Pro Rata

The CAM Charges shall include all real estate taxes and also all other licenses, taxes, assessments, penalties, charges, rates or liens of any nature whatsoever, which may be levied, assessed, charged, or imposed on or against the premises or against the Lessor by reason on ownership thereof whether levied by the State of Alabama or any political subdivision thereof and whether the same be on or against the premises, its improvements, fixtures, or on or against the gross income therefrom or by reason of the rental thereof; and insurance (fire and extended coverage and liability) for the entire Shopping Center incurred by Lessor and all common areas thereof; in addition to the total of the following costs and expenses incurred by Lessor in operating, managing, equipping, protecting, policing, lighting, repairing, replacing and maintaining the common areas and the common facilities of the Shopping Center (less any insurance proceeds collected with respect to any repair or replacement of same) including, but not limited to, all costs and expenses of:

a. maintaining and repairing the common areas as shall be required in Lessor's reasonable judgment to preserve the utility and condition of the common areas in substantially the same condition and status as the common areas were in as of the commencement date of this lease;
b. security, fire detection and protection and traffic direction and control;
c. cleaning and removal of rubbish, dirt, debris, water, snow and ice (including removal from rooftops);
d. planting, re-planting and replacing flowers and landscaping;
e. maintaining and repairing common water, drainage and sewerage facilities;
f. supplies;
g. utility services and lighting (including cost of bulbs and electricity);
h. patching, repairing, resurfacing, and marking of all parking and drive areas;
i. maintaining, repairing and repainting exterior building walls and signs (excluding the signs of individual Lessees);
j. any costs of complying with any law, rule, regulation, statute, or order with respect to common areas (except to the extent that the common areas are not originally constructed in compliance with all such then applicable laws, rules, regulations, statutes, or orders);
k. any other reasonable expense or charge, whether or not herein before mentioned, which, in accordance with generally accepted accounting and management principles consistently applied, would be considered as an expense of operating, maintaining or repairing the common areas; and,
l. in addition to the foregoing, for each calendar year or other applicable period

of time, an administrative fee of seven and one-half percent (7.5%) of the CAM Charges payable by Lessee during such period, but excluding from CAM Charges for the purposes of this administrative fee calculation real estate taxes and insurance costs.

Lessee's share of said CAM Charges shall be calculated on a per square foot basis of the total floor area of the premises leased to Lessee divided by the total floor area of the building(s) in the Shopping Center and multiplied by the total of such cost.

ARTICLE VIII-SIGNS, FIXTURES, ALTERATIONS, ADDITIONAL BUILDINGS

(8.01) INSTALLATION BY LESSEE

All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements in or to said building and will not paint any part of said building or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval and consent. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

(8.02) IMPROVEMENTS

All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants of this lease have been complied with by the Lessee and said Lessee restores the building and premises to its original condition, natural wear and tear excepted. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease.

(8.03) CHANGES, ALTERATIONS, ADDITIONS

Lessor hereby reserves the right at any time to make alterations or additions to the building in which the leased premises are contained and to build adjoining the same. Lessor also reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stores on any such building or buildings and to build on any part of the Shopping Center, including, but not limited to the area designated for Parking or designated as Common Area.

(8.04) SIGNS

The Lessee shall not display or erect, or cause to be painted on or affixed to, the demised premises any lettering, signs, advertisements, awnings or other projections thereon, without the written consent of the Lessor first sought and obtained, which consent shall not be unreasonably withheld, provided that the Lessee's request therefore shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require and further provided that

such sign conforms to the policy set for the Shopping Center as a whole by the Lessor, from time to time with respect to the erection of signs on exterior walls and common walkways and store fronts. All signs on the façade will be channel letters on a raceway. Any illuminated sign authorized shall remain fully lighted until 12:30 a.m. each day.

ARTICLE IX- MAINTENANCE OF LEASED PREMISES

(9.01) MAINTENANCE BY LESSEE

Lessee at Lessee's expense shall at all times keep the leased premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, fixtures, equipment and appurtenances thereof, including all electrical, plumbing, elevators, heating, air-conditioning and other mechanical installations and/or systems therein, in good order and condition and will promptly repair, including reasonably periodic painting, all damage to the same except such damage as is caused by unavoidable casualty that is covered by Lessor's fire and extended coverage insurance for which lessee shall pay the insurance deductible, and except for structural portions of the premises, which shall be maintained by Lessor. Should the Lessee fail to maintain or undertake the replacement, maintenance and repair of the items and things herein required of the Lessee, the Lessor may do and undertake the same, upon written notice of 30 days to the Lessee. However, this paragraph shall not be construed to obligate or require the Lessor to do or make any repairs on or about said premises or any part thereof or upon any equipment situated therein. If the Lessor elects to make such repairs as provided herein, it may, at any time enter upon said premises in its own stead or through its workmen, contractors, architects, artisans and laborers, to make such repairs and do such work on or about said premises as the Lessor may deem necessary or proper. Such repairs shall be made at the Lessee's own risk, as to goods, wares, fixtures, equipment, stock, furnishings, etc. whether the same be the property of the Lessee or not, as to protection thereof from theft or damages and/or other hazard directly or indirectly connected with such repair work or maintenance. The cost of such repairs or maintenance as set out hereinabove, if performed by the Lessor, shall be payable by the Lessee, on demand, together with interest at eight percent (8%) per annum and said sum shall be secured as additional rent under the terms of this lease.

(9.02) SURRENDER OF PREMISES

At the expiration of the tenancy herein created, Lessee shall surrender the leased premises in the same condition as the leased premises was in upon the commencement of this lease, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combinations on locks, safes, and vaults, if any, in the leased premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease.

(9.03) RULES AND REGULATIONS

There is reserved to the Lessor the absolute and discretionary right to establish and promulgate from time to time reasonable rules and regulations respecting the appearance and operation of the Shopping Center and the use of the same by the

Lessee; Lessee covenanting and agreeing that it will at all times comply therewith and conduct its business in the leased premises in complete observance thereof.

ARTICLE X -INSURANCE AND INDEMNITY

(10.01) INDEMNIFICATION OF LESSOR

Lessee will defend and indemnify Lessor and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, lessee, or concessionaires. In case Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall defend, indemnify and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall further defend, indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the Lessee. The covenants in this paragraph shall survive the expiration or other termination of this lease.

(10.02) HAZARDOUS OCCUPANCY

Lessee agrees not to do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the demised premises which will contravene Lessor's policies insuring against loss or damage by fire or other hazard (including, but not limited to public liability) or which will prevent Lessor from procuring such policies in companies acceptable to Lessor. In the event any such hazardous use of the premises should in like manner endanger the public or other tenants, or cause increase in the cost of insurance paid by other tenants, Lessor shall have the right or option, in addition to all other rights, to insist and demand that Lessee cease and desist from such conduct, or practice causing the hazard complained of and/or the resulting increase in insurance rates. A failure on the part of Lessee to cease and desist within ten (10) days of the date of written notice to such effect shall be deemed a material breach of this lease equivalent to default hereunder.

(10.03) LIABILITY INSURANCE

Lessee shall, during the entire term hereof, at its sole cost and expense, keep in full force and effect a commercial general liability insurance policy and liquor liability insurance (if alcohol is to be served on or sold from the premises) with respect to the leased premises, the sidewalks in front of the leased premises and the business operated by Lessee and any subtenants of Lessee in the leased premises, with minimum limits of $1,000,000.00 per Occurrence/$2,000,000.00 Aggregate limits. Each policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice. The insurance shall be with an insurance company approved by Lessor having an A.M. best rating of AA or better, and the policy shall list the Lessor as an additional insured under said policy. A certificate of insurance evidencing such insurance and the additional insured endorsement to such insurance shall be delivered to Lessor prior to occupancy of the premises by the Lessee at the commencement of this lease,

as a condition precedent to the Lessee's right of occupancy hereunder. Lessor shall also have the right, upon written request, to obtain a copy of the actual insurance policy and all endorsements thereto which shall be provided to Lessor within thirty (30) days of such request.

ARTICLE XI -UTILITIES

(11.01) UTILITY CHARGES

Lessee shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the leased premises. In the event the Lessee fails to make any payment for heat, water, gas, electricity, air-conditioning or any other utility used or consumed in the leased premises the Lessor may, but shall be under no duty to, after reasonable notice to Lessee, make such payment or payments on behalf of Lessee. In the event Lessor elects to make such payments the Lessee will pay such sums to the Lessor as the Lessor has paid for such utilities, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be construed as additional rent under the terms of this lease.

ARTICLE XII - OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

(12.01) OFFSET STATEMENT

Within ten (10) days after request therefor by Lessor, or in the event that upon any sale, assignment or hypothecation of the leased premises and/or the land thereunder by Lessor, an offset statement should be required from Lessee, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Lessor, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee.

(12.02) ATTORNMENT

Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the leased premises, attorn to the purchaser at any such foreclosure or sale and recognize such purchaser as the Lessor under this lease.

(12.03) ASSIGNMENT

In addition, there is expressly reserved to the Lessor the absolute right to assign this lease and the rentals to be derived here from to any such mortgagee and to require of Lessee the execution of such documents and instruments as may be reasonably required of Lessee to give full force, effect and recognition to such assignment.

(12.04) SUBORDINATION

Lessee hereby subordinates its rights hereunder to the lien of any mortgage or mortgages to any individual bank, insurance company, or other lending institution, now or hereafter in force against the land and building of which the leased premises are a part or upon any buildings hereafter placed upon the land of which the leased premises are a part, and to all advances make or hereafter to be made upon the security thereof; provided, however, that this subordination shall not be construed to

permit any such mortgagee, its successors, vendees or assigns to disturb Lessee's quiet enjoyment of the premises unless Lessee is or becomes in default under the terms of this lease. Lessee agrees to execute, upon request by the Lessor, such instruments evidencing subordination of the rights of the Lessee hereunder as such mortgagees may require.

ARTICLE XIII -ASSIGNMENT, SUBLETTING, CONCESSIONS

(13.01) CONSENT REQUIRED

Lessee will not assign this lease in whole or in part, nor sublet all or any part of the demised premises, without the prior written consent of Lessor in each instance. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants and conditions of this lease. Each and every transfer or assignment of this lease by the Lessee, or any interest therein, and each and every subletting of said premises, or any part thereof, or any interest therein, without the written consent of the Lessor, first obtained, shall be null and void, and any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

(13.02) CONCESSIONS

The provision against subletting shall not prohibit Lessee from granting concessions for the operation of one or more departments of the business conducted in or upon the leased premises; provided, however, that (a) each such concession which may be granted by Lessee shall be subject to all the terms and provisions of this lease. (b) at least seventy-five percent (75%) of the sales floor area of the leased premises shall at all times be devoted to the business of and be operated by Lessee; and (e) the granting of such concession shall not conflict with any exclusive right granted to any tenant of the shopping center prior to the commencement of the term of this lease.

ARTICLE XIV -NUISANCES, GOVERNMENTAL, REGULATION

(14.01) NUISANCE

(a) Lessee shall not commit or suffer to be committed upon the leased premises or the parking lot any nuisance, loitering or other act or thing which may disturb the quiet enjoyment of any other tenant in the Shopping Center.

(b) No loud speakers, television, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Lessor.

(c) The outside area immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Lessee to the satisfaction of the Lessor and city ordinance and Lessee shall not place or permit any obstructions or merchandise in such areas.

(d) Any storage of trash within the demised premises shall be temporary only and shall not exceed two (2) full days.

(e) No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Lessor.

(f) Lessee covenants and agrees that it will not conduct any activity on said premises that will increase the fire hazard or be considered a public nuisance or whereby objectionable noises will be created or obnoxious odors emitted.

(14.02) GOVERNMENT REGULATIONS

Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Lessee shall pay all fees and licenses imposed by any county, city, state, municipal, or other applicable governmental authority arising out of its use and conduct of business on the demised premises. Lessee further covenants that it will not render the Lessor liable for any violation by Lessee of any law, statute or ordinance and agrees to defend, indemnify and save the Lessor harmless from any and all damages or claims arising out of the Lessee's failure to pay any license, fee or tax assessed by a governmental authority or arising from the Lessee's violation of any statute, law, municipal ordinance or the like.

(14.03) SAFETY

If any public authority requires structural or other repairs or changes to the particular premises here demised (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all or any of which are required by virtue of the Lessee's use of the property, then such changes, repairs, additions, etc. shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to so do, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes, additions, etc., at the Lessee's cost and expense, and such sums so expended together with interest thereon at eight percent (8%) per annum shall be payable on demand and be secured as additional rent hereunder.

ARTICLE XV -DESTRUCTION OF LEASED PREMISES

(15.01) DAMAGE OR DESTRUCTION

In the event the premises shall be destroyed or damaged in whole or in part by fire, explosion, or any other casualty, then the Lessor may, if it so elects, rebuild and put the premises in good condition and fit for occupancy within a reasonable time after such casualty or may terminate this lease by giving sixty (60) days written notice of its intention, such sixty (60) day period to commence upon the date of the destruction. If Lessor elects to repair or rebuild the premises it shall give the Lessee notice thereof within thirty (30) days after such damage of its intention to repair or rebuild, and then proceed with reasonable speed to repair or rebuild.

Lessor shall not be liable or responsible to Lessee for any inconvenience or loss due to making repairs or reconstruction as aforesaid nor for any delays in repairing or rebuilding due to strikes, acts of God, governmental regulations or any other causes

beyond its control. Nothing herein shall be deemed to waive or relieve Lessee from any liability for any loss or damage to Lessor or Lessor's property due to the negligence or willful acts of Lessee, its agents, servants, employees, or invitees.

ARTICLE XVI -EMINENT DOMAIN

(16.01) CONDEMNATION

In the event that such portion of the premises are taken by eminent domain so that the premises cannot be reasonably used by Lessee for the purposes for which same are hereby let, then at the option of either party, exercisable by notice in writing within sixty (60) days from the date of such taking, either party may terminate this lease effective as of the date of such taking, in which event the entire condemnation award, if any, shall be paid to and retained by Lessor, excepting, however, that Lessee may receive therefrom any portion paid on account of its moving expense.

ARTICLE XVII -DEFAULT OF THE LESSEE

(17.01) DEFAULT

Lessee covenants and agrees that the happening of any one or more of the following events shall constitute a default: (a) Lessee's failure to pay (within five (5) days) any installment of rent or additional rent as and when the same become due; (b) Lessee's removal, attempt to remove or permitting to be removed from the premises, except in the usual course of business, the goods, furniture, effects or other property of Lessee brought thereon; (c) the levy of an execution or of other legal process upon the goods, furniture, effects or other property of Lessee or upon the interest of Lessee in this lease; (d) the institution by, against or on behalf of Lessee of any voluntary or involuntary proceedings under the Bankruptcy Act of the United States or of any State hereof; (e) the making by Lessee of an assignment for the benefit of creditors; (f) the appointment of a receiver of Lessee's property; (g) Lessee's vacation or abandonment of the premises; (h) Lessee's violation of or failure to perform any of the terms, covenants or conditions of this lease after thirty (30) days prior written notice to Lessee from Lessor of such violation or failure. In the event of any such default(s), Lessor may (1) terminate this lease, and thereupon reenter and take possession of the premises; in which event Lessee shall be liable to Lessor for all damages incurred by Lessor for Lessee's breach of this lease; or (2) reenter and relet the premises from time to time, and such reentry and/or reletting shall not discharge Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of reletting and collection of future rents) collected as a result of such reletting shall be a credit on Lessee's liabilities for rent under the terms of this lease, but no excess net rents shall be paid to Lessee. Nothing herein, however, shall be construed to require Lessor to reenter and relet, nor shall anything herein be construed to postpone the right of Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, Lessor is hereby given the right to accelerate, demand, collect and/or sue therefor at any time after default. In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of the premises or for advice or service incident to any default of Lessee hereunder, Lessee agrees to pay and shall be taxed with a reasonable attorney's fee which shall be a part of the debt evidenced and secured by this lease. In order to further secure the prompt and faithful performance by Lessee of all and singular the terms, conditions and covenants on the part of

Lessee herein contained and all damages and costs that Lessor may sustain by reason of any such default, Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

Upon default, or upon the termination of this lease or reentry upon said premises for any one or more of the causes set forth above, or upon any termination of this lease or reentry upon said premises, the rents hereunder for the remainder of the entire rental period, and all other indebtedness, if any, payable under the provisions hereof, shall be and become immediately due and payable at the option of the Lessor as liquidated damages hereunder and without regard to whether or not possession of the premises shall have been surrendered or taken by the Lessor. Provided, however, no default on account of payment for rent shall occur until such rent is five (5) days in arrears after notice and default thereof, and no default for other cause shall occur until the expiration of a period of thirty (30) days after written notice to Lessee of any breach of any other covenant hereby without correction of such breach.

Lessee agrees that all remedies herein given Lessor, including all those not set forth herein but provided by law, shall be cumulative, and the exercise of one or more of such remedies by Lessor shall not exclude the exercise of any other lawful remedy. Failure of Lessor to declare any default upon occurrence thereof, or delay in taking action with respect thereto shall not waive such default, but Lessor shall have the right to declare such default at any time and take such action as may be authorized hereunder, at law or in equity, or otherwise. Lessee agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by Lessor in connection with the enforcement of any of the provisions of this lease.

ARTICLE XVIII -ACCESS BY LESSOR

(18.01) RIGHT OF ENTRY

Lessor or Lessor's Agents shall have the right to enter the leased premises at all reasonable times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. During the six months prior to the expiration of the term of this lease or any renewal term, Lessor may place upon the premises the usual notices "For Rent" or "For Sale" which notices Lessee shall permit to remain thereon without molestation. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility, or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

ARTICLE XIX- LESSEE'S PROPERTY

(19.01) TAXES ON LEASEHOLD

Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this lease against any leasehold interest or personal property of any kind placed in, upon or about the leased premises by the Lessee, including any "lease tax" imposed by the City and/or County of Mobile, State of Alabama or United States Government upon the leasehold interest demised hereunder, or the revenue thereon.

(19.02) LOSS AND DAMAGE

Lessor shall not be liable for any damages to property of Lessee or of others entrusted to employees of Lessee, nor for the loss of or damage to any property of Lessee by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, breakage, leakage, getting out of order or defective conditions of heating, air-conditioning, other mechanical installations, pipes, electric wiring, plumbing, falling plaster, steam, gas, electricity, water, rain or snow leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other tenants or persons in the leased premises, occupants of adjacent property of the Shopping Center, or the public, or caused by operations in construction of any private, public, or quasi-public work. Lessor shall not be liable for any latent defect in the leased premises or in the building of which they form a part except for a period of one (1) year from the date Lessee takes possession of the leased premises and then, within the one (1) year, only for the curing of such defects. All property of Lessee kept or stored on the leased premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Lessor.

ARTICLE XX -HOLDING OVER, SUCCESSORS

(20.01) HOLDING OVER

Should the Lessee continue to occupy the premises after the expiration of the term of this lease or after a forfeiture is incurred, then, except as otherwise provided for in this paragraph, the Lessee shall continue as a tenant under the terms of this lease (except as to duration and rent increases as hereinafter set forth), from year to year, and each holding over period annually thereafter shall in like manner create and cause a similar extension of this lease from year to year; provided, however that if the said Lessee continues to remain in the premises after the expiration of the said term or after a forfeiture is incurred the Lessor, at any time within one hundred and twenty (120) days after the commencement of such period of holding over, whether rent has been accepted by the Lessor or not, reserves the unqualified right and option to notify the Lessee in writing within said period of Lessor's election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given. During any holdover periods of this lease terms will be as is, except rental will be adjusted upward at the beginning of such holdover period, and annually thereafter, in the amount of five percent (5%) per year.

(20.02) SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successor, and assigns of the said parties; and if there shall be more

than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided for hereinabove.

ARTICLE XXI - QUIET ENJOYMENT

(21.01) LESSOR'S COVENANT

Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed pursuant to this lease, Lessee shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this lease. Provided, however, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of said premises provided the Lessor shall exercise due diligence and effort to place the Lessee in possession.

ARTICLE XXII -MISCELLANEOUS

(22.01) WAIVER

The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless such waiver be in writing signed by Lessor.

(22.02) ACCORD AND SATISFACTION

No payment by Lessee or receipt by Lessor of a lesser amount than the periodic rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease.

(22.03) ENTIRE AGREEMENT

This lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

(22.04) NO PARTNERSHIP

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint venture of a member of a joint venture his lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

(22.05) 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 produce 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 lease, 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. This provision shall not operate to excuse Lessee from the prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this lease.

(22.06) NOTICES

(a) Any notice by Lessee to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor may designate in writing with a copy of such notice to be sent by first class mail to Lessor's Agent.

(b) Any notice by Lessor to Lessee must be served by certified or registered mail, postage prepaid, addressed to Lessee at the leased premises or at such other address as Lessee shall designate by written notice.

(22.07) CAPTIONS

The caption and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this lease nor in any way affect this lease.

(22.08) LESSEE DEFINED

The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessee shall be deemed a proper reference even though Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or corporation. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

(22.09) AGENCY

Lessor does hereby authorize said Agent, its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof.

(22.10) PARTIAL INVALIDITY

If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

(22.11) RECORDING

Lessee shall not record this lease without first obtaining the prior written consent of Lessor, and the recordation of this lease by Lessee without first obtaining such consent shall be deemed a material breach of this lease.

(22.12) RIDER

A rider consisting of one (1) page(s) is attached hereto and made a part hereof. In the event of any conflict between the language and terms of this lease and the language and terms of the rider attached hereto, then the terms and conditions specifically set forth in the rider shall control.

(22.13) CONDITION

Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. Except as otherwise set forth herein, at the commencement of the term Lessee accepts the premises in its existing condition, "AS IS, WHERE IS," with all faults. The Lessor or Lessor's agent have made no representation or promises with respect to said Shopping Center or the demised premises except as herein expressly set forth.

(22.14) COUNTERPARTS

This lease may be executed in multiple counterparts each of which taken together shall be construed as a single instrument.

(22.15) WAIVER OF SUBROGATION

Lessee shall, within ten days of the execution of this lease, obtain from its insurance carrier a waiver of subrogation, and Lessee agrees that it waives in its own right any claim against the Lessor for any loss incurred by reason of any casualty including vandalism and malicious mischief for which coverage is normally provided by a policy of insurance insuring against fire & extended coverage.

(22.16) MOLD

Lessee, at its sole cost and expense, shall regularly monitor the premises for the presence of mold or for any conditions that reasonably can be expected to give rise

to mold (the "Mold Conditions"), including, but not limited to, observed or suspected instances of water damage, mold growth, repeated complaints of respiratory ailments or eye irritation by any person, and promptly notify Lessor in writing of suspected mold or Mold conditions at the premises.

In the event of suspected mold or Mold Conditions at the premises, Lessee, at its sole cost and expense, shall promptly cause a qualified mold consultant or inspector to perform an inspection of the premises to determine if mold or Mold Conditions are present at the Premises and to issue a written report regarding same, and provide Lessor with a copy of such report.

In the event the inspection determines that mold or Mold Conditions are present at the premises, then Lessee, at its sole cost and expense shall promptly hire trained and experienced mold remediation contractors to prepare a remediation plan and to remediate the mold or Mold Conditions at the Premises in accordance with applicable laws, rules and regulations and provide a copy of such plan and contractors' contact information to Lessor.

Lessee acknowledges and agrees that Lessor shall have a reasonable opportunity to inspect the remediated portion of the premises after the conclusion of the mold remediation. If the results of Lessor's inspection indicate that the remediation does not comply with the final remediation report, then Lessee, at its sole cost and expense, shall take all further actions necessary to ensure such compliance.

(22.17) ADDITIONAL AGREEMENTS

a) This lease shall be governed by and is to be construed according to the laws of the State of Alabama. Venue for any action pertaining or related to this lease shall be in the state or federal courts in Mobile County, Alabama.

b) Time is of the essence with respect to the terms and conditions of this lease.

c) Lessee agrees that the property leased herein is leased for commercial purposes only and shall not be used as a "dwelling unit" as defined in *Code of Alabama* (1975) Section 35-9A-141(4).

d) In order to induce Lessor to execute this lease, Lessee represents and warrants to Lessor that: a) it is a duly organized corporation limited liability company or other legal entity, validly existing and in good standing under the laws of the State of its formation and registered to do business in the State of Alabama, b) the person executing this lease on behalf of Lessee has full power and authority to execute and deliver this lease to Lessor and c) this lease constitutes the valid and legally binding obligation of Lessee, enforceable in accordance with its terms and conditions.

e) Lessee acknowledges that it was disclosed at initial showing that George Catranis is a licensed Real Estate Broker in the State of Alabama and he has an ownership interest in this property being leased.

IN WITNESS WHEREOF the parties have caused this lease to be executed on the day and date first above written.

Lessor:

Korbet's Restaurant, Inc.

By: _____
Nick Catranis, Its President

Lessee:

El Valle Market LLC

By: _____
Ricarda Saavedra, Its Member

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)

050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name

EL VALLE MARKET LLC

Trade Name (DBA)

EL VALLE MARKET

Location Address

2029 AIRPORT BLVD STE FG

Application Number

2024 - 5640

Notice Post Date @ Location

04/18/2024

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 7, 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)
El Valle Market LLC	El Valle Market

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2029 Airport blvd Ste FG	Mobile	AL	36606

Business Contact Person Information

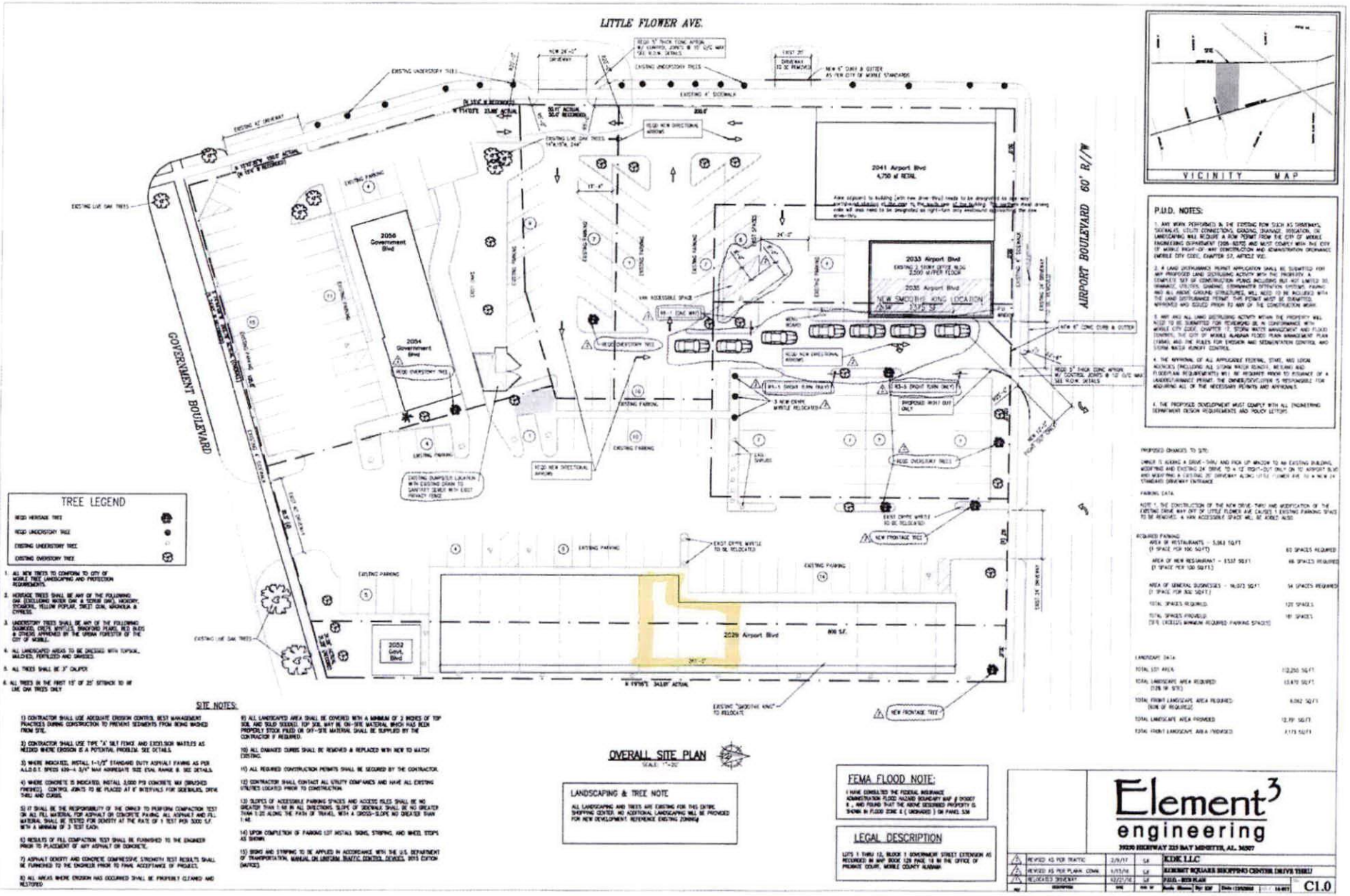
Name	Title	Phone	Email
Ricardo Saavedra	Owner	[redacted]	rsaa086@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1800	5+	5	Yes	B-3	Yes

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.04.18 16:01:18-05'00'	4/18/2024


LITTLE FLOWER AVE.
GOVERNMENT BOULEVARD
AIRPORT BOULEVARD 60' R/W
2041 Airport Blvd
4,750 sf RETAIL
2033 Airport Blvd
2035 Airport Blvd
NEW SMOOTHIE KING LOCATION
2029 Airport Blvd
806 SF.
2056 Government Blvd
2054 Government Blvd
2052 Govt. Blvd
VICINITY MAP
TREE LEGEND
REQD HERITAGE TREE
REQD UNDERSTORY TREE
EXISTING UNDERSTORY TREE
EXISTING OVERSTORY TREE
SITE NOTES:
OVERALL SITE PLAN
LANDSCAPING & TREE NOTE
FEMA FLOOD NOTE:
LEGAL DESCRIPTION
P.U.D. NOTES:
Element3
engineering
KDK LLC
C1.0

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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 - 10:37 AM

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

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:	Restaurant Retail Liquor License
Submitted by:	All the Smoke Seafood, LLC
Location:	All the Smoke Seafood 840 Montlimar Drive Mobile, AL 36609

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
04/23/2024	NEW APPLICATION	2024 - 5655	128838	5	May 7, 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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
ALL THE SMOKE SEAFOOD LLC

Trade Name (DBA)
ALL THE SMOKE SEAFOOD

Location Address
840 MONTLIMAR DRIVE

City, State, Zip Code
MOBILE AL 36609

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
04/23/2024	NEW APPLICATION	2024 - 5655	128838	5	May 7, 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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
ALL THE SMOKE SEAFOOD LLC

Trade Name (DBA)
ALL THE SMOKE SEAFOOD

Location Address
840 MONTLIMAR DRIVE

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

Skinner, Shawn

From: Skinner, Shawn
Sent: Tuesday, April 23, 2024 11:44 AM
To: Gauthier, Lana; Lee, Jonathan; Kennedy, Payton; Karapetyan, Marine; Anderson, Logan; Crosby, Graham; Rogers, Payton
Subject: ABC APPROVAL -
Attachments: ALL THE SMOKE SEAFOOD CC.pdf

See attachment for City Council consideration for ABC license approval

Application Control Number	**2024 - 5655**
Account/License ID	**128838** Territory/District **5**
Date to City Clerk	**04.23.2024**
Applicant Company Name	**ALL THE SMOKE SEAFOOD LLC**
Trade Name (DBA)	**ALL THE SMOKE SEAFOOD**
Address	**840 MONTLIMAR DRIVE 36609**
License Type Requested	**020 - RESTAURANT RETAIL LIQUOR**
Agenda Date	**05.07.2024**
License Status	**NEW LICENSE**
Tax Status	**New - NO renewal/tax have been provided**

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

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
04/23/2024	NEW APPLICATION	2024 - 5655	128838	5	

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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

ALL THE SMOKE SEAFOOD LLC

Trade Name (DBA)

ALL THE SMOKE SEAFOOD

Location Address

840 MONTLIMAR DRIVE

City, State, Zip Code

MOBILE AL 36609

Contact Person Information				
Name	Title	POA	Phone	Email
DIAORONG ZHENG	MEMBER	NO		DIAO.ZHENG@YAHOO.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? 05/15/2024

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
04/23/2024	NEW APPLICATION	2024 - 5655		5	May 7, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
ALL THE SMOKE SEAFOOD LLC	ALL THE SMOKE SEAFOOD

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	11/13/2023	001-110-447	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
93-4702174	R011962651	(251) 287-2061	

Physical Address (Street Address, Suite #)	City	State	Zip Code
840 MONTLIMAR DRIVE	MOBILE	AL	36609

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
840 MONTLIMAR DRIVE	MOBILE	AL	36609

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
DIAORONG ZHENG	MEMBER	NO		DIAO.ZHENG@YAHOO.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
MOBILE FESTIVAL ACQUISTION LLC		PTESLUK@CCIM.NET

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
6440 WESTFIELD BLVD	INDIANAPOLIS	IN	46220

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
6,252	180	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?	YES
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 DZ

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)	
ZHENG, DIAORONG	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**
[redacted]			

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 DZ

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

DZ 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.

DZ 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.

DZ 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.

DZ 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.

DZ 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.

DZ 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.

DZ 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
Diaorong Zheng	4-23-24
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
DZ Rg	Member

Sworn to and subscribed before me this 23 day of April 20 24

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19, 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

ALL THE SMOKE SEAFOOD LLC dba **ALL THE SMOKE SEAFOOD**

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at **840 MONTLIMAR 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 7, 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

April 23, 2024

ALL THE SMOKE SEAFOOD

840 MONTLIMAR DRIVE

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 128838 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1781074	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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240418142815206

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: ALL THE SMOKE SEAFOOD **Filing Fee:** $50.00

Applicant: ALL THE SMOKE SEAFOOD LLC **Transfer Fee:**

Location Address: 840 MONTLIMAR DR MOBILE, AL 36609

Mailing Address: 840 MONTLIMAR DR MOBILE, AL 36609

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-110-447

Do you sell Draft Beer?:

Date Incorporated: 11/13/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/04/2023

Federal Tax ID: 93-4702174 **Alabama State Sales Tax ID:** R011962651

Name:	Title:	Date and Place of Birth:	Residence Address:
DIAORONG ZHENG	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: DIAORONG ZHENG
Business Phone: 706-761-3521
Fax:

Home Phone: 706-761-3521
Cell Phone: 706-761-3521
E-mail: DIAO.ZHENG@YAHOO.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: 20240418142815206

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MOBILE FESTIVAL AQUISITION LLC 317-789-8181
What is lessors primary business? PROPERTY RENTAL
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? YES
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: 6252 Display Square Footage:
Building seating capacity: 180 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: 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: 20240418142815206

Initial each — **Signature page**

Initial each	
DZ	In reference to law violations, I attest to the truthfulness of the responses given within the application.
DZ	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
DZ	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
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.
DZ	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.
DZ	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.
DZ	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): Diaorong Zheng

Signature of Applicant: DZ

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA

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 Secretary of State. **The information required in this form is required by Title 10A.**

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*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   All the Smoke Seafood, LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Diaorong Zheng

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   840 Montlimar Drive Mobile, AL 36609

   *COUNTY of above address: MOBILE

   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.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-110-447 DLL

Date	12/04/2023
Time	10:58:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 12 / 4 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 58 ◉ AM or ○ 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).

12 / 4 / 2023
Date (MM/DD/YYYY)

Sam K. Wilkes
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Ryan & Wilkes, PC		PO Box 528 Orange Beach, AL 36561

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

All the Smoke Seafood, LLC

This name reservation is for the exclusive use of Diaorong Zheng, 840 Montlimar Drive, Mobile, AL 36609 for a period of one year beginning November 13, 2023 and expiring November 13, 2024

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

November 13, 2023

Date

Wes Allen **Secretary of State**

RES124559

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-05-2023

Employer Identification Number:
93-4702174

Form: SS-4

Number of this notice: CP 575 A

ALL THE SMOKE SEAFOOD LLC
DIAORONG ZHENG MBR
840 MONTLIMAR DR
MOBILE, AL 36609

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4702174. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2024
Form 940	01/31/2025
Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

ALL THE SMOKE SEAFOOD, LLC
840 MONTLIMAR DR
MOBILE, AL 36609-1702

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011962651	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: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner. or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

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

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by _____

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 10th day of April 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Elisheva Gold	Elisheva Gold	10/15/2028

Notary Stamp

State of New Jersey
Notary Public
Elisheva Gold
My Commission Expires 10/15/2028

Owner of Property (Print Name)	Applicant Name (Print Name)
Yeheskel Frankel	Diaotong Zheng
Owner of Property (Signature)	Applicant Name (Signature)
[signature]	
Street Address	Street Address
~~Mobile~~ 840 Montclimar Dr.	~~3885 Essex~~ 840 Montclimar Dr.
City, State, Zip	City, State, Zip
Mobile AL 36609	Mobile AL 36609
Date Agreement Signed	Date Agreement Signed
	9-9-2019

| Application Property Ownership

My Place

Information for address:
840 MONTLIMAR DR

- **Parcel Information:**

Key / ID:
02040320 / R022807252000005.005
Owner:
Mobile Festival Acquisition Llc C/o Patricia Tesluk
6440 Westfield Blvd

Indianapolis, In 46220

Subdivision:
Mobile Festival Centre

- **Jurisdiction:**

City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**

5

- **Township/Range/Section:**

4s2w25

- **Tract Census 2010:**

003204

- **Zipcode:**

Mobile

- **Historic District:**

N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**

X: 1768735.746
Y: 245588.082

- **Zoning:**

Check zoning on Planning & Zoning

Services:

- **Fire District:**

Fire Station 22 Tapia

- **Garbage Pickup Day:**

Tuesday-West - Route F

- **Police Precinct / Beat:**

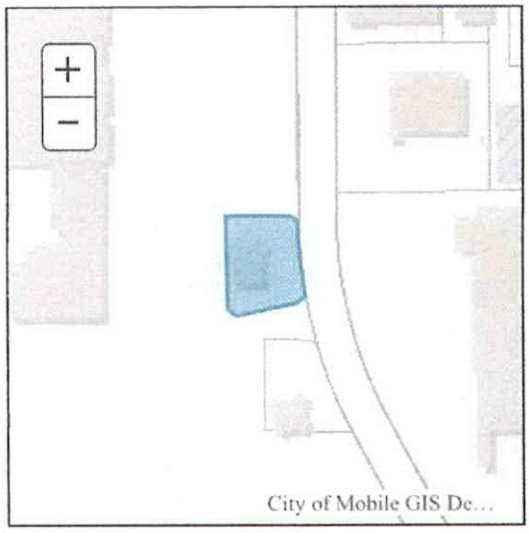
Precinct - 2 / Beat - 21

- **Trash Pickup Day/ Unit:**

Wednesday South - biweekly / Td-5

- **Community Action Group:**

N/A



Political:

- **City Council District:**

5 - Joel Daves

- **County Commissioner District:** 2
- **State House District:** 103
- **State Senate District:** 35

School:

- **Elementary School District:**

Fonde

- **High School District:**

Davidson

- **Middle School District:**

Chastang

- **School Board District:** 2

Flooding Information:

- **Flood Zone:**

Check flood zone on City Map

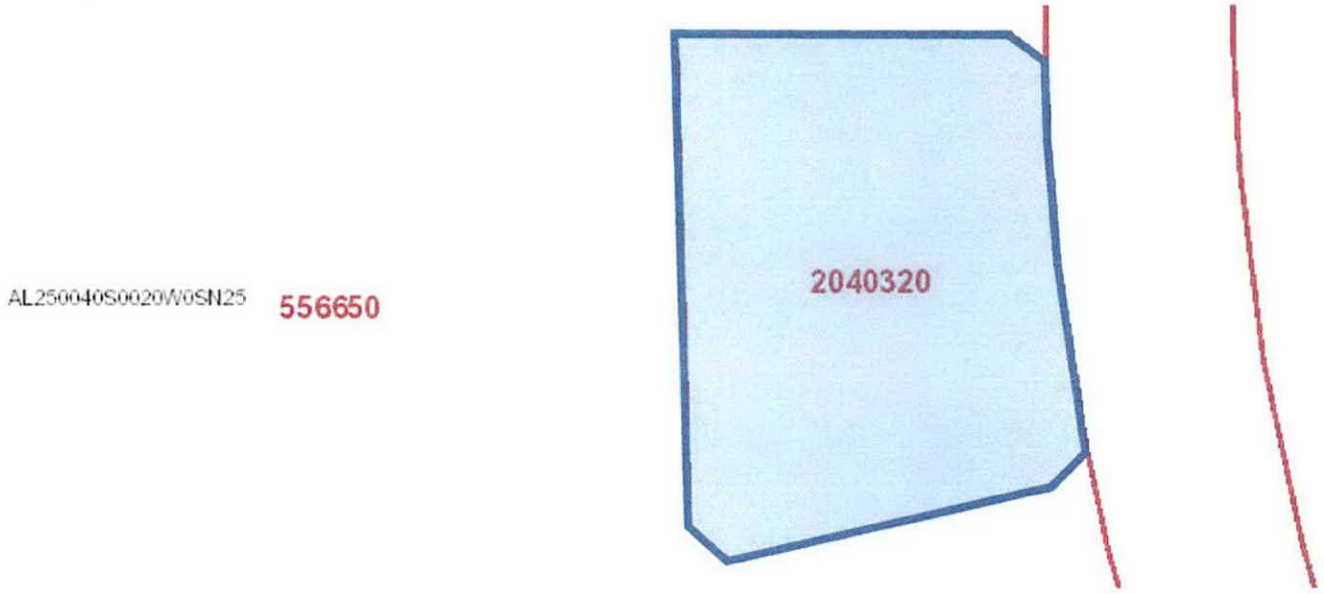
TextMyGov

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: 2040320 For Year 2023

Map



Property Details

Account

Key Number:	2040320
Legal Description:	LOT 5 MOBILE FESTIVAL CENTRE MBK 40 PG 7 #SEC 25 T4S R1W #MP28 07 25 2 000
Parcel Number:	2807252000005005
Type:	Real
Property Class:	2

Location

Address:	840 MONTLIMAR DR MOBILE, AL 36609

Owner

Name:	MOBILE FESTIVAL ACQUISITION LLC
Mailing Address:	6440 WESTFIELD BLVD INDIANAPOLIS , IN 46220
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

SHOPPING CENTER LEASE

This lease ("Lease"), entered into on January 10, 2024, but effective as of the 1st day of January, 2024, by and between **MOBILE FESTIVAL ACQUISITION LLC,** a Delaware limited liability company ("Landlord"), and **ALL THE SMOKE SEAFOOD, LLC,** an Alabama limited liability company ("Tenant");

WITNESSETH:

WHEREAS, Landlord and Tenant wish to enter into this Lease on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained in this Lease, Landlord and Tenant hereby agree as follows:

Tenant hereby leases the Leased Premises (as hereinafter defined) from Landlord and Landlord hereby leases the Leased Premises to Tenant upon, and subject to, the terms and conditions hereinafter set forth in this Lease.

1. **Basic Lease Provisions and Definitions.**

In addition to other terms defined in this Lease, the following terms whenever used in this Lease with the first letter of each word capitalized shall have only the meanings set forth in this Article, unless such meanings are expressly modified, limited or expanded elsewhere herein.

(A) Shopping Center: Depicted on Exhibit "A", located in Mobile Festival Centre – Mobile, AL

(B) Leased Premises: The free-standing building located at 840 Montlimar Drive, Mobile, Alabama shown on Exhibit "A-1".

(C) Floor Area: Approximately 6,252 square feet.

(D) Lease Commencement Date: January 1, 2024

(E) Rent Commencement Date: January 1, 2024. Tenant's obligation to pay Base Rent shall commence on the Rent Commencement Date.

(F) Lease Term: Commencing on the Lease Commencement Date and ending at 12 noon on the Expiration Date.

(G) Expiration Date: April 30, 2030.

(G1) Additional Terms: Two (2) five (5) year options. See Rider "B" Article 33.

(H) Base Rent Schedule – Original Term:

LEASE PERIOD	ANNUAL BASE RENT	MONTHLY INSTALLMENT
January 1, 2024 – April 30, 2025	$131,292.00	$10,941.00
May 1, 2025 – April 30, 2030	$143,796.00	$11,983.00

IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective hands and seals as of the day and year first above written.

WITNESSES TO LANDLORD:

_____

_____

LANDLORD:
MOBILE FESTIVAL ACQUISITION LLC

By: Yeheskel Frankel

Print Name: Yeheskel Frankel

Title: Member

Date Signed: 1/10/24

WITNESSES TO TENANT:

Shelby Trice

TENANT:
ALL THE SMOKE SEAFOOD, LLC

Diao Rong Zheng

By: **DIAO RONG ZHENG**
Its: Member/Manager
Date Signed: _____
SS/Fed Tax ID: 93-4702174

FOR TENANT:

STATE OF Alabama
COUNTY OF Mobile

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Diao Rong Zheng, whose name as Member/Manager of All The Smoke Seafood, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said Member/Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my official hand and seal this 9 day of January, 2024.

(AFFIX NOTARIAL SEAL)

M. Aaron

My Commission Expires: 03/31/2027

M. AARON NOTARY PUBLIC ALABAMA STATE AT LARGE

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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

ALL THE SMOKE SEAFOOD LLC

Trade Name (DBA)

ALL THE SMOKE SEAFOOD

Location Address

840 MONTLIMAR DRIVE

Application Number

2024 - 5640

Notice Post Date @ Location

04/23/2024

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 7, 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)
ALL The Smoke Seafood, LLC	

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
840 Montlimar Dr.	Mobile	AL	36609

Business Contact Person Information

Name	Title	Phone	Email
Diaorong Zheng	Member		Diao.zheng@Yahoo.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
6300	21+	21	✓	B-3	✓

Comments

EXISTING RESTAURANT

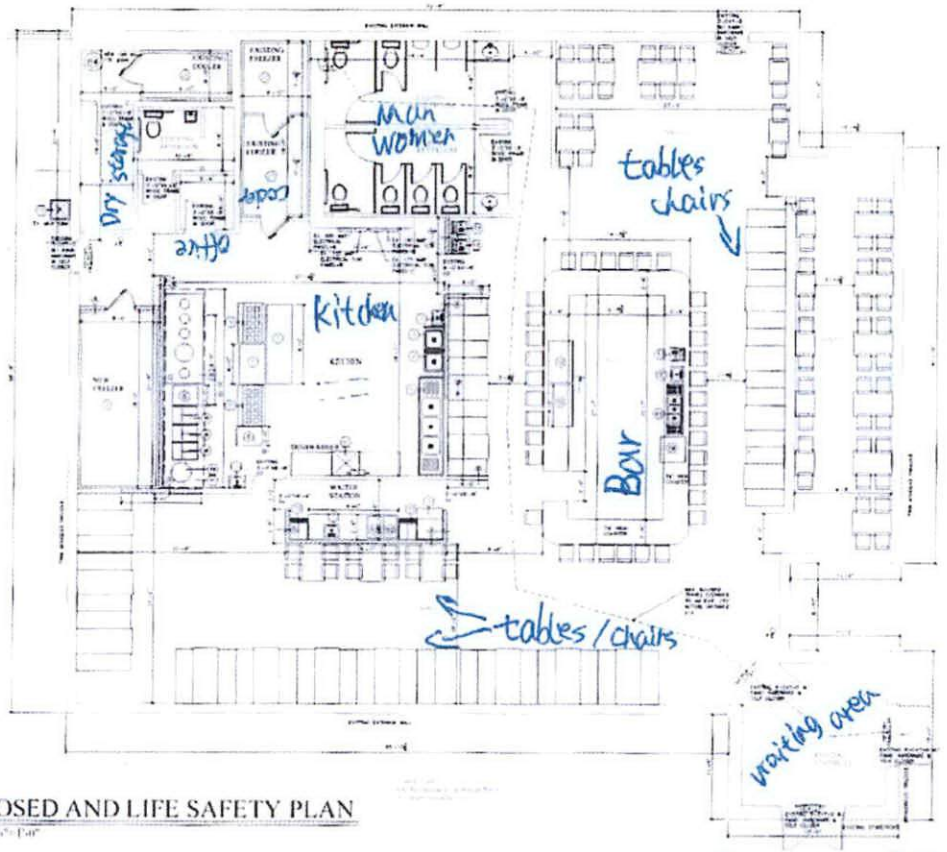
Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	4-19-2024

EXHIBIT A-1

LEASED PREMISES AND PARKING LOT

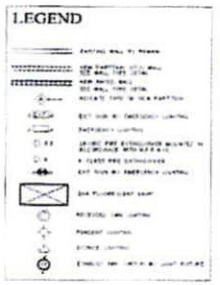
Attached.

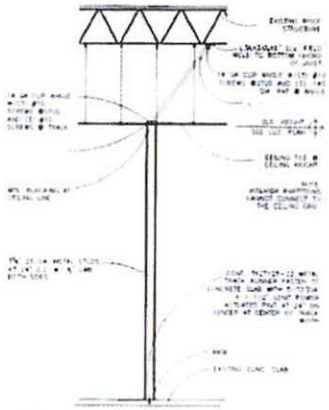




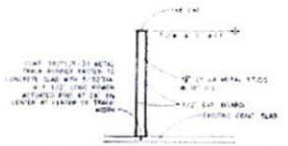
PROPOSED AND LIFE SAFETY PLAN

SCALE: 3/16"=1'-0"





2 A-2 PARTITION "B" DETAIL



3 A-2 PARTITION TYPE "C"

SCALE: 1/2"=1'-0"

ALL The Smoke Seafood
840 Montlimar Dr.
Mobile, AL 36609
4-18-2024
DIA Rep

EQUIPMENT SCHEDULE

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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 - 10:41 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **2nd** day of **April, 2024**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **2nd** day of **April, 2024**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1656** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-294 **2024**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1656** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **7th day of May, 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: APR 0 2 2024

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **March 26, 2024**

SUBJECT: WEED LIEN GROUP **1656**

Attached, please find Assessment Lists for Weed Lien Group Number **1656** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 4/2/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 5/7/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 4/4/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 4/18/2024

LEGAL NOTICE ADS: 4/24/2024-5/1/2024

POSTING DATE: 4/30/2024

Copy to: Marchetta Taite

	WEED LIEN	
	1656	Res. No.
4/2/2024	LOTS TO BE DECLARED	58-
5/7/2024	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	704 Rebecca Dr	34633	35766		1	
2	613 Wellington St	33897	35767		1	
3	1925 Luckie Ave	31709	35768		1	
4	4212 Zack Logan Ave N	34869	35769		4	
5	469 McCarley St	34604	35785		1	
6	2110 Steiner St	28677	35770		3	
7	1913 Beau Terra Dr W	32303	35771		1	
8	1909 Beau Terra Dr W	32297	35772		1	
9	1827 St Charles Ave	32430	35773		1	
10	112 Bush Ave	32373	35774		2	
11	1060 Congress St	31901	35775		2	
12	1711 Perch Dr	31439	35776		4	
13	0 Lincoln Ave	32736	35777		2	
	Pa. No. (22 08 44 0 019 092.XXX)					
14	2607 Esau Ave	29509	35778		1	
15	1155 Sutton Ave	28373	35779		3	
16	1508 Basil St	28478	35780		2	
17	1219 Jessie St	28671	35781		1	
18	2657 Berkley Ave	31600	35782		1	
19	1012 New St Francis St	32127	35783		2	
20	203 Abrams St	32442	35784		1	
				$ -		

District total for this group				
1	11			
2	5			
3	2			
4	2			
5	0			
6	0			
7	0			
	20	0		

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Amy Lukon 3-28-24

Marchetta Daile 3.28.24

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	3 Cases
Council District 2	William Carroll	2 Cases
Council District 3	C J Small	3 Cases
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	1 Case
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1651

Effective Date of Contract:

5/7/2024

Funding Source

Project # Weed Lien Group 1651 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1651	Backup Material	5/2/2024
resolution	Cover Memo	5/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			5/2/2024 - 2:15

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **May 2, 2024**

SUBJECT: **Weed Lien Group 1651 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1651.** Please place these on the City Council's Agenda for **Tuesday, May 7, 2024**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER 4944	
	1651	Res. No.
12/19/2023	LOTS TO BE DECLARED	58-1356
1/23/2024	LOTS FOR PUBLIC HEARING	58-064
5/7/2024	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	3066 Louise Dr	30501	32665	$ 50.00	5	CBO
2	1564 Greenlawn Dr	31481	32666	$ 280.00	4	
3	320 Cody Rd S	29856	32668	$ 1,599.94	6	
4	1455 Lincoln St	27188	32670	$ 280.00	2	
5	851 Edwards St	30631	32671	$ 50.00	2	CBO
6	218 Ingate St	30618	32672	$ 175.00	1	
7	1028 Colonial Ct	30556	32673	$ 560.00	2	
8	351 Weinacker Ave	31905	32674	$ 50.00	2	CBO
9	2109 Hillwood Dr W	29061	32675	$ 532.90	3	
10	1501 Stewart Rd	32566	32676	$ -	3	N/A
11	3507 Keeling Rd	29435	32677	$ 50.00	3	CBO
12	1111 North Dr	22548	32678	$ 1,560.75	3	
13	1359 Glenn St	25246	32679	$ 50.00	3	CBO
14	2401 Dog River Dr N	27353	32680	$ 50.00	4	CBO
15	2712 Harper Ave	31711	32681	$ 50.00	1	CBO
16	2670 Betbeze St	28433	32682	$ 175.00	1	
17	1454 Butler St	30213	32683	$ 560.00	1	
18	2452 McVay Dr N	30520	32685	$ 363.93	3	
19	1005 Montgomery St	30534	32686	$ 50.00	2	CBO
20	616 Petit Ave	24415	32688	$ 50.00	1	CBO
				$ 6,537.52		

District total for this group	
1	5
2	5
3	6
4	2
5	1
6	1
7	0
	20

District Cuts by Contractor	
1	3
2	2
3	3
4	1
5	0
6	1
7	0
	10

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Marchetta Dante 5/2/24

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **WATKINS ALEXIS**

Address: **126 N HICKORY ST**

City, State, Zip: **CENTRALIA, IL 62801**

Group Number: **1650** Item # **1**

Lot Description: **LOT 30 WESTGATE MBK 6/563 #SEC 30 T4S R1W #MP29 09 30 3 001 (29 09 30 3 001 027.XXX) 3066 LOUISE DR N**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,725	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean
SECRETARY

Marchitta Jarte
INSPECTOR

Harry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1651** Item # **2**

Lot Description: **LOT 73 1ST UNIT OF MORNINGSIDE MANOR MBK 6 P 431-32 #SEC 6 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 180.XXX) 1564 GREENLAWN DR**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,463	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	280.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **LAWLEY KENNETH B**

Address: **835 N 36TH ST**

City, State, Zip: **GADSDEN, AL 35904-1341**

Group Number: **1650** Item # **3**

Lot Description: **LOT 36 BLK 6 HIGHLAND PARK MBK 4 PGS 380-381 #SEC 19 T4S R2W #MP28 04 19 1 002 (28 04 19 1 002 007.XXX) 320 CODY RD S**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		25,275	$	0.0125	$	315.94
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	175	$	7.00	$	1,225.00
		Total Project Cost:			$	1,599.94

Shelia E Dean
SECRETARY

Marchetta Jute
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **MORRIS DENNIS L & HELEN B MORRIS**

Address: **P. O. BOX 9812**

City, State, Zip: **MOBILE, AL 36691**

Group Number: **1650** Item # **4**

Lot Description: **BEG AT A PT ON S/S ON QUIGLEY ST 80 F WLY FM THE SW COR OR QUIGLEY & TACON STS & RUN THE WLY ALG THE S/L OF QUIGLEY ST 45 FT TO A PT THE SLY & PAR WITH TACON ST 100 FT TO A PT THE ELY & PAR WITH QUIGLEY ST 40 FT TO A PT THE NLY & PAR WITH TACON ST 100 FT TO THE PLACE OF BEGINNING #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 336.XXX) 1455 LINCOLN ST**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,000	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	105.00
		Total Project Cost:			$	280.00

Sholia E Dean
SECRETARY

Marchetta Igute
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **WINBUSH REBECCA & WILLIAM**

C/O NICOLE LEEPER

Address: **3035 SANDY CIR**

City, State, Zip: **RIVERDALE, GA 30296-1661**

Group Number: **1650** Item # **5**

Lot Description: **LOTS 7, 8, 9 & 10 BLK A GRIMES & WINBUSH SUB MBK 11 P 192 LESS & EXC FOR RD ROW #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 295.XXX) 851 EDWARDS ST**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	15,949	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sholia E. Dean
SECRETARY

Marchetta Dante
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **LEIGH ISAAC UNGER II**

Address: **6516 VALOR CT**

City, State, Zip: **MOBILE, AL 36618-3240**

Group Number: **1650** Item # **6**

Lot Description: **LOT 23 BLK 2 INGATE PL DBK 106 PG 86 #SEC 18 T4S R1W #MP29 08 18 2 002 (29 08 18 2 002 043.XXX) 218 INGATE ST**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,600	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **OMNI LLC OF ALABAMA**

Address: **1028 COLONIAL CT**

City, State, Zip: **MOBILE, AL 36606-1105**

Group Number: **1650** Item # **7**

Lot Description: **LOT 14 COLONIAL CT SUB MBK 4 PGS 98-99 #SEC 28 T4S R1W #MP29 10 28 3 001 (29 10 28 3 001 072.XXX) 1028 COLONIAL CT**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,639	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	55	$	7.00	$	**385.00**
	Total Project Cost:				$	**560.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **CAMPBELL HOLMES INC & CAMPBELL JOHN ERNEST GREENWOOD**

C/O KINGDOM OF FAITH APOSTOLIC LATTER DAY

Address: **P. O. BOX 66358**

City, State, Zip: **MOBILE, AL 36660-1358**

Group Number: **1650** Item # **8**

Lot Description: **LOT 1,2,3,& 4 BEG AT PT ON E/L OF MARY'S LANE 80 FT NWLY FROM NE COR OF MARY'S LANE & VIRGINIA ST RUNNING TH NWLY ALG E/L OF MARY'S LANE 124 FT TO PT TH RUN N 70 DEG E 90 TO PT AT NE COR OF LOT 1, TH SWLY ALG E L LOTS 1,2,3,& 4, 141 FT 6 INCHES TO SE COR LOT 4 TH WLY ALG S/L OF LOT 4, 98 FT 9 INCHES M/L POB #SEC 28 T4S R1W #MP29 10 28 1 002 (29 10 28 1 002 029.XXX) 351 WEINACKER AVE**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,493	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila E Dean
SECRETARY

Marchetta Dante
INSPECTOR

Mary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **WARD T D & MARIAN B**

Address: **2109 W HILLWOOD DR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1650** Item # **9**

Lot Description: **LOT 13 BLK B EDGEWOOD PARK SUB MBK 5 P 69 #SEC 35 T5S R1W #MP32 04 35 0 003 (32 04 35 0 003 124.XXX) 2109 W HILLWOOD DR**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		24,632	$	0.0125	$	307.90
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	532.90

Shadie E. Dean
SECRETARY

Marchetta Tante
INSPECTOR

Larry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
May 2, 2024

Lot Owner: **FRANCIS TOM**

Address: **2050 CROSSING GATE WAY**

City, State, Zip: **VIENNA, VA 22182**

Group Number: **1650** Item # **11**

Lot Description: **LOT 2 KEELING ESTS MBK 28 P 68 #SEC 40 T5S R1W #MP32 09 40 0 004 (32 09 40 0 004 012.01X) 3507 KEELING RD**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,295	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheli a E Dean
SECRETARY

Marchetta Davis
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **Alabama Dept. of Revenue**
ATTN: Shelly Tice
Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1651** Item # **12**

Lot Description: **LOT 6 BLK 3 RESUB OF BAY DIV OF SHORE ACRES DBK 156 P 510-513 #SEC 40 T5S R1W #MP32 05 40 0 001 (32 05 40 0 001 006.XXX) 1111 NORTH DR**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		17,260	$	0.0125	$	215.75
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	185	$	7.00	$	1,295.00
		Total Project Cost:			$	1,560.75

Sholia E Dean
SECRETARY

Marchetta Tarte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **GB4KOPEHADY LLC**

Address: **P. O. BOX 91866**

City, State, Zip: **MOBILE, AL 36691**

Group Number: **1651** Item # **13**

Lot Description: **LOT 20 BLK B DOG RIVER HGTS MBK 4 PG 18 #SEC 37 T5S R1W #MP32 02 37 0 003 (32 02 37 0 003 079.XXX) 1359 GLENN ST**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,100	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia E Dean
SECRETARY

Marguerite Tante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **SHIELDS PHILLIP C/O IVORY SHIELDS**

Address: **P. O BOX 15543**

City, State, Zip: **ATLANTA, GA 30333-0543**

Group Number: **1651** Item # **14**

Lot Description: **LOT 114 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 26 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 052.XXX) 2401 DOG RIVER DR N**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	12,054	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila E Dean
SECRETARY

Marchette Dante
INSPECTOR

Larry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **MAULDIN MARK A & APRIL D WATTS**

Address: **2908 MILL ST**

City, State, Zip: **MOBILE, AL 36607-1916**

Group Number: **1651** Item # **15**

Lot Description: **LOT 230 BLK D-1 TRINITY GDNS 1ST ADD MBK 3/332 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 051.XXX) 2712 HARPER AVE**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,245	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **COX ELIGIA**

Address: **7721 MAILON CT**

City, State, Zip: **THEODORE, AL 36582-2396**

Group Number: **1651** Item # **16**

Lot Description: **LOT 59 DIV B MILLVILLE TRT DBK 121 PG 512 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 141.XXX) 2670 BETBEZE ST**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,450	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	**175.00**

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **MOLETTE DOUGLAS**

Address: **260 AYERS RD**

City, State, Zip: **ROCKMART, GA 30153**

Group Number: **1651** Item # **17**

Lot Description: **N 75 FT OF LOT 54 UNIT 2 PARADISE PARK MBK 6/281 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 276.001) 1454 BUTLER ST**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,500	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	55	$	7.00	$	385.00
		Total Project Cost:			$	560.00

Sheila E Deem
SECRETARY

Marchetta Tarle
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **SCHULTZ WM H & LILLIE B**

C/O LARRY A SCHULTZ

Address: **4750 GOLD AVE**

City, State, Zip: **MOBILE, AL 36619**

Group Number: **1651** Item # **18**

Lot Description: **LOTS 19 & 20 BLK B OF GREENVIEW HGTS MBK 2 P 43 #SEC 37 T5S R1W #MP32 02 37 0 004 (32 02 37 0 004 081.XXX) 2450 ODETTE AVE**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: 4/23/2024 Contractor: Mr. Darryl Stephen

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,714	$	0.0125	$	**208.93**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	15	$	7.00	$	**105.00**
		Total Project Cost:			$	**363.93**

Shelia E. Dean
SECRETARY

Marchetta Tarle
INSPECTOR

Mary Tarle
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **EVANS RODERICK D**

Address: **6323 GREENVALE LN**

City, State, Zip: **HOUSTON, TX 77066**

Group Number: **1651** Item # **19**

Lot Description: **LOT 5 BLK 242 OF RESUB OF BLK 242 & 279 OF SLY DIV OF BERNOUDY TRT MBK 3 P 404 #SEC 38 T4S R1W #MP29 10 38 0 004 (29 10 38 0 004 071.XXX) 1005 MONTGOMERY ST**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,800	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

May 2, 2024

Lot Owner: **WASHINGTON JAMES M**

C/O MARY B WASHINTON

Address: **405 SAGE AVE**

City, State, Zip: **MOBILE, AL 36606-2904**

Group Number: **1651** Item # **20**

Lot Description: **LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 092.XXX) 616 PETIT AVE**

Nuisance Date: 12/19/2023 Posting Date: 1/16/2024 Hearing Date: 1/23/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	5,798	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia E Dean
SECRETARY

Margaretta Davis
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1651** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember William Carroll

Purpose and Scope of Project:
Funds will be used to assist with a Coloring Book Drive on June 8, 2024.

Amount of Contract:
$500.00

Funding Source

Project # DSC-02/10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	5/2/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/2/2024 - 1:04 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$500.00** to Stewart Memorial Christian Methodist Episcopal Church, from his discretionary funds; and

WHEREAS, Stewart Memorial Christian Methodist Episcopal Church, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Stewart Memorial Christian Methodist Episcopal Church, will be used to assist with a Coloring Book Drive on June 8, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$500.00** to Stewart Memorial Christian Methodist Episcopal Church, 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:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis U.S. Inc for Ethernet switches and transceivers for traffic signal upgrades.
CIP - Signal Upgrade Grelot, Cody, University, Others (Project C0727)

Amount of Contract:

$116,888.80

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

ATTACHMENTS:

Description	Type	Upload Date
20240501 Arcadis Agenda Package POs	Cover Memo	5/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/2/2024 - 1:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
7295, 7301	2024	(2060) TRAFFIC ENGINEEERING	ETHERNET SWITCHES AND TRANSCEIVERS FOR TRAFFIC SIGNAL UPGRADES FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$116,888.80	(297773) ARCADIS U.S. INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT: MA 999 220000000043-1.			
	THIS IS FOR THE TRAFFIC SYSTEM.			
001	iES10G-S-LV-D-7RJ45-1GCX-2GSFP	25.00	1489.80000	37245.00
	CONTRACT NO.: MA 999 220000000043	EACH		
	REF.LINE 19			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E C0727 .CAPEQUIPMT. .			37245.00
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
002	iES20GF-HV-XX-D-8GRJ45-XX-2GSFP-2GS	2.00	2598.70000	5197.40
	FP CONTRACT NO.: MA 999	EACH		

Bill To	Requisition 00007295-00 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: 9105fola Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	220000000043 REF. LINE 19 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			5197.40
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	SFP1000-SM-10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	20.00 EACH	136.50000	2730.00
1	2000.80.00.0000.0000.0000.0000.0000.47020. E C0727 .CAPMATERLS. .			2730.00

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	SFP1000B1D1-SM-10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	30.00 EACH	364.00000	10920.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			10920.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	SFP1000B1D12-SM10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	30.00 EACH	509.60000	15288.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			15288.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	SHIPPING COST CONTRACT NO.: MA 999 220000000043 REF. LINE 196 Vendor Item	1.00 EACH	690.00000	690.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			690.00

Bill To	Requisition 00007295-00 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: 9105fola Status: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	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 72070.40

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

Account			Amount	Remaining Budget
E C0727	.CAPEQUIPMT.	.	63453.00	395798.38
E C0727	.CAPMATERLS.	.	2730.00	395798.38
E C0727	.OPERSUPPLS.	.	5887.40	395798.38

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	5887.40	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.0000.47010.	63453.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.		

Bill To	Requisition 00007295-00 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: 9105fola Status: Approved Page 6

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)	2730.00	

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

Activity	Date	Clerk	Comment
Approved	04/02/24	JENNIFER WHITE	
Approved	04/02/24	BRENDA RHODES	
Approved	04/02/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/02/24	RELYA MALLORY	Auto approved by: 910511034
Approved	04/10/24	DONALD ROSE	Approved by: 9105fola
Approved	04/10/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/10/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	04/10/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	04/10/24	JOHN PAINE	Auto approved by: 910516727
Approved	04/10/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT: MA 999 220000000043-1.			
	THIS IS FOR THE TRAFFIC SYSTEM.			
001	iES10G-S-HV-D-7RJ45&1GCX-2GSFP	10.00	1489.80000	14898.00
	CONTRACT NO.: MA 999 220000000043	EACH		
	REF.LINE 19			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E C0727 .CAPEQUIPMT. .			14898.00
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
002	iES20GF-HV-HV-D-8GRJ45-XX-2GSFP-2GS	2.00	2598.70000	5197.40
	FP CONTRACT NO.: MA 999	EACH		

Bill To	Requisition 00007301-00 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: 9105fola Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	220000000043 REF. LINE 19 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			5197.40
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	SFP1000-SM-10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	50.00 EACH	136.50000	6825.00
1	2000.80.00.0000.0000.0000.0000.0000.47020. E C0727 .CAPMATERLS. .			6825.00

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	SFP1000B1D1-SM-10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	20.00 EACH	364.00000	7280.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			7280.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	SFP1000B1D12-SM10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	20.00 EACH	509.60000	10192.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			10192.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	SHIPPING COST CONTRACT NO.: MA 999 220000000043 REF. LINE 196 Vendor Item	1.00 EACH	426.00000	426.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			426.00

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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 44818.40

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

Account			Amount	Remaining Budget
E C0727	.CAPEQUIPMT.	.	32370.00	395798.38
E C0727	.CAPMATERLS.	.	6825.00	395798.38
E C0727	.OPERSUPPLS.	.	5623.40	395798.38

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	5623.40	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.0000.47010.	32370.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.		

Bill To	Requisition 00007301-00 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: 9105fola Status: Approved Page 6

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)	6825.00	

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

Activity	Date	Clerk	Comment
Approved	04/02/24	JENNIFER WHITE	
Approved	04/02/24	BRENDA RHODES	
Approved	04/02/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/02/24	RELYA MALLORY	Auto approved by: 910511034
Approved	04/10/24	DONALD ROSE	Approved by: 9105fola
Approved	04/10/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/10/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	04/10/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	04/10/24	JOHN PAINE	Auto approved by: 910516727
Approved	04/10/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

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

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2025

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Statewide Intelligent Transportation System Maintenance terms and conditions.xml

Items

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.43	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.48	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.54	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.59	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.70	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.81	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	2.92	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.10	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.60	Linear Foot
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.21	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.21	Linear Foot
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	220000000043-999-1-14	937.13	Each
Fiber Distribution Unit, 144F Rack Mount, Primary	220000000043-999-1-15	1,460.81	Each
Fiber Distribution Unit, 6F Shelf Mount, Secondary	220000000043-999-1-16	286.65	Each
Fiber Distribution Unit, 12F Shelf Mount, Secondary	220000000043-999-1-17	407.93	Each
Fiber Distribution Unit, Re-Entry	220000000043-999-1-18	220.50	Each
Network Device, (Major Materials)	220000000043-999-1-19	0.00	USD
Network Device, Type A (CMES)	220000000043-999-1-20	352.80	Each
Network Device, Type B (AMES)	220000000043-999-1-21	330.75	Each
Network Device, Type C (FMES)	220000000043-999-1-22	297.68	Each

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 220000000043**

NOT TO EXCEED AMOUNT:

Begin Date:	01/10/2022	Procurement Folder:	1378704
Expiration Date:	01/09/2023	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	01/10/22	Version Number:	1

CONTACT INFORMATION

REQUESTOR:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

Statewide Intelligent Transportation System
G13-103892 Statewide Intelligent Transportation System

Final

Ship To:
STATEWIDE CONTRACT
UNKNOWN
UNKNOWN AL

Bill To:
STATEWIDE CONTRACT
UNKNOWN
UNKNOWN AL

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000128594: Arcadis Us, Inc

62638 Collections Ctr Dr

Chicago IL 60693-0626

Contact:

Unknown
444-444-4444

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, (Major Materials)
Fiber Optic Cable, (Major Materials)

Cost Plus 5 %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	LNFT	$2.200000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	LNFT	$2.250000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	LNFT	$2.300000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	LNFT	$2.350000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	LNFT	$2.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	LNFT	$2.550000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

8	0	LNFT	$2.650000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	LNFT	$1.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Single Armor

Material

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	LNFT	$1.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder For 1,500 Lf Or Less
Fiber Optic Cable, Adder For 1,500 Lf Or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder Existing Conduit
Fiber Optic Cable, Adder Existing Conduit

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, (Major Materials)
Fiber Distribution Unit, (Major Materials)

Cost Plus 1 %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	EA	$850.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 72F Rack Mount, Primary
Fiber Distribution Unit, 72F Rack Mount, Primary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	EA	$1,325.000000	$0.00			$0.00	$0.00

Final

COMMODITY / SERVICE INFORMATION

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 144F Rack Mount, Primary
Fiber Distribution Unit, 144F Rack Mount, Primary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	EA	$260.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 6F Shelf Mount, Secondary
Fiber Distribution Unit, 6F Shelf Mount, Secondary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	EA	$370.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 12F Shelf Mount, Secondary
Fiber Distribution Unit, 12F Shelf Mount, Secondary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	EA	$200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, Re-Entry
Fiber Distribution Unit, Re-Entry

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, (Major Materials)
Network Device, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	EA	$320.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type A (CMES)
Network Device, Type A (CMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type B (AMES)
Network Device, Type B (AMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type C (FMES)

Network Device, Type C (FMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	EA	$2,300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Endpoint Radio
Network Device, Endpoint Radio

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Backhaul Radio
Network Device, Backhaul Radio

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	EA	$250.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Cellular Modem
Network Device, Cellular Modem

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	EA	$2,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Radio Realignment
Network Device, Existing Radio Realignment

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Radio Component Replacement
Network Device, Existing Radio Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Network Device Configuration
Network Device, Existing Network Device Configuration

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Network Device Preventative

COMMODITY / SERVICE INFORMATION

Network Device, Existing Network Device Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Backhaul Radio Preventative
Network Device, Existing Backhaul Radio Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Endpoint Radio Preventative
Network Device, Existing Endpoint Radio Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera (Major Materials)
CCTV, Camera (Major Materials)

Cost Plus ZERO %

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 40 FT Mounting Height or Less
CCTV, Camera Mount, 40 FT Mounting Height or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	EA	$2,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 66 FT Mounting Height or Greater
CCTV, Camera Mount, 66 FT Mounting Height or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Preventative Maintenance

COMMODITY / SERVICE INFORMATION
CCTV, Camera Preventative Maintenance Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, (Major Materials)
Vehicle Detection System, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Radar or Bluetooth
Vehicle Detection System, Radar or Bluetooth

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Magnetometer or In-Pavement Device
Vehicle Detection System, Magnetometer or In-Pavement Device

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, V to X
Vehicle Detection System, V to X

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Component Replacement
Vehicle Detection System, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Preventative Maintenance
Vehicle Detection System, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, (Major Materials)

Dynamic Message Sign, (Major Materials)

Cost Plus ZERO %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	EA	$3,950.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Walk-In
Dynamic Message Sign, Walk-In

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	EA	$2,860.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Front Access (Type A)
Dynamic Message Sign, Front Access (Type A)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	EA	$2,860.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Front Access (Type B)
Dynamic Message Sign, Front Access (Type B)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	EA	$2,300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Dedicated, VSL, Multipost Sign
Dynamic Message Sign, Dedicated, VSL, Multipost Sign

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Component Replacement
Dynamic Message Sign, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Preventative Maintenance
Dynamic Message Sign, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor, (Major Materials)

Environmental Sensor, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	EA	$1,650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor, Complete Install
Environmental Sensor, Complete Install

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	EA	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Enviromental Sensor, Component Replacement
Enviromental Sensor, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	EA	$350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Enviromental Sensor, Preventative Maintenance
Enviromental Sensor, Preventative Maintenance

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, (Major Materials)
Highway Advisory Radio, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	EA	$1,650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Complete Install
Highway Advisory Radio, Complete Install

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	EA	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Component Replacement
Highway Advisory Radio, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	EA	$350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Preventative Maintenance

Highway Advisory Radio, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, (Major Materials)
Conduit Non-Metallic Exposed, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	LNFT	$9.200000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1 Inch
Conduit Non-Metallic Exposed, 1 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	LNFT	$9.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1-1/4 Inch
Conduit Non-Metallic Exposed, 1-1/4 Inch

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	LNFT	$9.700000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1-1/2 Inch
Conduit Non-Metallic Exposed, 1-1/2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	LNFT	$9.800000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 2 Inch
Conduit Non-Metallic Exposed, 2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	LNFT	$9.950000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 3 Inch
Conduit Non-Metallic Exposed, 3 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	LNFT	$10.100000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 4 Inch

Conduit Non-Metallic Exposed, 4 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	LNFT	$10.600000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 6 Inch
Conduit Non-Metallic Exposed, 6 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, Adder for 500 LF or Less
Conduit Non-Metallic Exposed, Adder for 500 LF or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, Adder for a bridge
Conduit Non-Metallic Exposed, Adder for a bridge installation

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, (Major Materials)
Conduit Rigid Metallic Galvanized, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	LNFT	$10.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1 Inch
Conduit Rigid Metallic Galvanized, 1 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	LNFT	$11.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1-1/4 Inch
Conduit Rigid Metallic Galvanized, 1-1/4 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1-1/2 Inch

Conduit Rigid Metallic Galvanized, 1-1/2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	LNFT	$13.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 2 Inch
Conduit Rigid Metallic Galvanized, 2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	LNFT	$14.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 3 Inch
Conduit Rigid Metallic Galvanized, 3 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	LNFT	$15.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 4 Inch
Conduit Rigid Metallic Galvanized, 4 Inch

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	LNFT	$18.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 6 Inch
Conduit Rigid Metallic Galvanized, 6 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, Bridge Installation Adder
Conduit Rigid Metallic Galvanized, Bridge Installation Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, (Major Materials)

Conduit Reinforced Thermosetting Resin, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	LNFT	$13.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	LNFT	$14.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit reinforced thermosetting resin 4 inch w/bullet resis
Conduit reinforced thermosetting resin 4 inch w/bullet resistant (.250 wall).

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	LNFT	$23.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD w/3 - 1.476 INCH "ID" Pre-Installed Inner Ducts and Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	LNFT	$24.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD w/4 - 1.263 INCH "ID" Pre-Installed Inner Ducts and Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, Bridge Installation

Conduit Reinforced Thermosetting Resin, Bridge Installation Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Non-Metallic, (Major Materials)
Underground, Non-Metallic, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	LNFT	$7.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 3 INCH Diameter Hole
Underground, Directional Bore Minimal 3 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	LNFT	$17.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 5 INCH Diameter Hole
Underground, Directional Bore Minimal 5 INCH Diameter Hole

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	LNFT	$26.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 8 INCH Diameter Hole
Underground, Directional Bore Minimal 8 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	LNFT	$32.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 10 INCH Diameter Hole
Underground, Directional Bore Minimal 10 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	LNFT	$34.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground directional bore Minimum 12" diameter hole
Underground directional bore Minimum 12" diameter hole.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	LNFT	$38.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 18 INCH Diameter Hole

Underground, Directional Bore Minimal 18 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Footage Adder for 3,200 LF or Less - Only
Underground, Bore Footage Adder for 3,200 LF or Less - Only to be used, in conjunction with Lines 87 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Footage Adder for a non-interstate install
Underground, Bore Footage Adder for a non-interstate installation - Only to be used, in conjunction with Lines 87 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder
Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 87 - 88.

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	LNFT	$45.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 87 - 88.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder
Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 89 - 90.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	LNFT	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 89 - 90.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder

Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 91 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	LNFT	$55.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 91 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	LNFT	$4.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 3 INCH wide Trench
Underground, Trench Minimal 3 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	LNFT	$8.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 12 INCH wide Trench
Underground, Trench Minimal 12 INCH wide Trench

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 18 INCH wide Trench
Underground, Trench Minimal 18 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	LNFT	$17.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 24 INCH wide Trench
Underground, Trench Minimal 24 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Footage Adder for 2,000 LF or Less
Underground, Trench Footage Adder for 2,000 LF or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	LNFT	$1.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Footage

Underground, Trench Footage Adder for a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	LNFT	$45.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Rock Adder for rock trenching
Underground, Trench Rock Adder for rock trenching installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	LNFT	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 1 Line 1 INCH Thru 2 INCH
Underground, Plow 1 Line 1 INCH Thru 2 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	LNFT	$6.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 2 Line 1 INCH Thru 2 INCH
Underground, Plow 2 Line 1 INCH Thru 2 INCH

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	LNFT	$8.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 3 Line 1 INCH Thru 2 INCH
Underground, Plow 3 Line 1 INCH Thru 2 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	LNFT	$8.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 1 Line 2.5 INCH Thru 4.5 INCH
Underground, Plow 1 Line 2.5 INCH Thru 4.5 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for 4,999 LF or Less
Underground, Plow Footage Adder for 4,999 LF or Less on an interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for a non-interstate

Underground, Plow Footage Adder for a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for 4,999 LF or Less
Underground, Plow Footage Adder for 4,999 LF or Less a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	LNFT	$48.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Rock Adder
Underground, Plow Rock Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, (Major Materials)
Conduit Sleeves, (Major Materials)

Cost Plus 5%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0	LNFT	$1.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 2 Inch, 2-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0	LNFT	$1.800000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 2 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
119	0	LNFT	$1.850000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 4 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
120	0	LNFT	$1.950000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve

Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 6 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
121	0	LNFT	$1.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Adder for 500 LF or less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
122	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Adder for a bridge installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
123	0	LNFT	$1.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Existing Conduit Adder for installation required in an existing conduit

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
124	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, (Major Materials)
Aerial Messenger Wire, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
125	0	LNFT	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, 1/4 INCH
Aerial Messenger Wire, 1/4 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
126	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, 3/8 INCH
Aerial Messenger Wire, 3/8 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
127	0	LNFT	$1.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, Adder for 2,599 LF or less

Aerial Messenger Wire, Adder for 2,599 LF or less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
128	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, (Major Materials)
ITS & Hub Cabinet, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
129	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, ITS Cabinet Pole Mount
ITS & Hub Cabinet, ITS Cabinet Pole Mount

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
130	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, ITS Cabinet Base Mount
ITS & Hub Cabinet, ITS Cabinet Base Mount

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
131	0	EA	$1,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Hub Cabinet Base Mount
ITS & Hub Cabinet, Hub Cabinet Base Mount

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
132	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Component Replacement
ITS & Hub Cabinet, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
133	0	EA	$600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Preventative Maintenance
ITS & Hub Cabinet, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
134	0	EA	$1,450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (120/240V 100 Amp Single Phase Up

Electrical, Power Service (120/240V 100 Amp Single Phase Up to 12 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
135	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (120/240V 200 Amp Single Phase Up
Electrical, Power Service (120/240V 200 Amp Single Phase Up to 24 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
136	0	EA	$1,808.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 2
Electrical, Power Service (240/480V 100 Amp Single Phase 2 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
137	0	EA	$1,880.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 6
Electrical, Power Service (240/480V 100 Amp Single Phase 6 Space Load Center)

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
138	0	EA	$1,925.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 12
Electrical, Power Service (240/480V 100 Amp Single Phase 12 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
139	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up or Step Down Transformer (Major Material
Electrical, Step Up or Step Down Transformer (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
140	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up/Step Down Transformer Install
Electrical, Step Up/Step Down Transformer Install (Structure/Pole Mount)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
141	0	EA	$90.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up/Step Down Transformer Install (Pad Mount

Electrical, Step Up/Step Down Transformer Install (Pad Mount)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
142	0	EA	$1,053.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (120/240V 100 Amp Single Phase)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
143	0	EA	$1,113.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (120/240V 200 Amp Single Phase)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
144	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (240/480V 100 Amp Single Phase)

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
145	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service Breakers (Major Materials)
Electrical, Power Service Breakers (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
146	0	LNFT	$1.830000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #14 AWG Stranded or Solid XHHW Copper Wire
Electrical, #14 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
147	0	LNFT	$1.900000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #12 AWG Stranded or Solid XHHW Copper Wire
Electrical, #12 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
148	0	LNFT	$2.050000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #10 AWG Stranded or Solid XHHW Copper Wire

Electrical, #10 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
149	0	LNFT	$2.630000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #8 AWG Stranded XHHW Copper Wire
Electrical, #8 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
150	0	LNFT	$2.770000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #6 AWG Solid Bare Tinned Copper Wire
Electrical, #6 AWG Solid Bare Tinned Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
151	0	LNFT	$3.040000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #6 AWG Stranded XHHW Copper Wire
Electrical, #6 AWG Stranded XHHW Copper Wire

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
152	0	LNFT	$3.900000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #4 AWG Stranded XHHW Copper Wire
Electrical, #4 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
153	0	LNFT	$4.140000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #3 AWG Stranded XHHW Copper Wire
Electrical, #3 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
154	0	LNFT	$4.870000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2 AWG Stranded XHHW Copper Wire
Electrical, #2 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
155	0	LNFT	$4.780000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2 Solid Bare Tinned Copper Wire

Electrical, #2 Solid Bare Tinned Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
156	0	LNFT	$5.070000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #1 AWG Stranded XHHW Copper Wire
Electrical, #1 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
157	0	LNFT	$5.860000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #1/0 AWG Stranded XHHW Copper Wire
Electrical, #1/0 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
158	0	LNFT	$6.850000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2/0 AWG Stranded XHHW Copper Wire
Electrical, #2/0 AWG Stranded XHHW Copper Wire

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
159	0	LNFT	$9.620000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #4/0 AWG Stranded XHHW Copper Wire
Electrical, #4/0 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
160	0	LNFT	$1.250000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Wire Install Adder
Electrical, Wire Install Adder - Only to be used, in conjunction with Lines 146-159. Adder for 3,500 LF or less.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
161	0	EA	$10.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Wire Install Adder Bridge
Electrical, Wire Install Adder Bridge - Only to be used, in conjunction with Lines 146-159. Adder for a bridge installation.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
162	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole (Major Materials)

Poles, Drill Shafts & Foundations; Pole (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
163	0	EA	$6,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete (50 FT AGL)
Poles, Drill Shafts & Foundations; Pole Concrete (50 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
164	0	EA	$7,620.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete (75 FT AGL)
Poles, Drill Shafts & Foundations; Pole Concrete (75 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
165	0	EA	$8,695.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete
Poles, Drill Shafts & Foundations; Pole Concrete (100 FT AGL)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
166	0	EA	$9,870.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete
Poles, Drill Shafts & Foundations; Pole Concrete (120 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
167	0	EA	$2,100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel
Poles, Drill Shafts & Foundations; Pole Steel (21 FT or Less AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
168	0	EA	$2,415.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel
Poles, Drill Shafts & Foundations; Pole Steel (22 FT to 50 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
169	0	EA	$4,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel

Poles, Drill Shafts & Foundations; Pole Steel (51 FT or Greater AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
170	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Fiberglass Direct
Poles, Drill Shafts & Foundations; Pole Fiberglass Direct Bury (51 FT or Less AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
171	0	CUYD	$1,052.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Steel Foundation
Pole, Steel Foundation

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
172	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole/Tower, Special
Poles, Drill Shafts & Foundations; Pole/Tower, Special (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
173	0	EA	$1,350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Wood (Class 3, 35 FT Penta or CCA)
Pole, Wood (Class 3, 35 FT Penta or CCA)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
174	0	EA	$1,475.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Wood (Class 3, 45 FT Penta or CCA)
Pole, Wood (Class 3, 45 FT Penta or CCA)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
175	0	CUYD	$1,700.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Drill Shaft Rock
Pole, Drill Shaft Rock Adder - Only to be used, in conjunction with Lines 163 - 171, 173 - 174. To be used when rock is encountered with any drill shaft or foundation.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
176	0	CUYD	$775.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Drill Shaft Wet/Slurry Adder

Pole, Drill Shaft Wet/Slurry Adder - Only to be used, in conjunction with Lines 163 - 171. To be used when water or collapsing walls are encountered with any drill shaft or foundation.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
177	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, (Major Materials)
Hub Building, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
178	0	EA	$4,302.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Set
Hub Building, Set

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
179	0	CUYD	$5,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Concrete Foundation
Hub Building, Concrete Foundation

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
180	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Component Replacement
Hub Building, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
181	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Preventative Maintenance
Hub Building, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
182	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator (Major Materials)
Backup Power, Generator (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
183	0	EA	$1,100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (Up to 25KW)

Backup Power, Generator Install (Up to 25KW)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
184	0	EA	$1,150.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (26KW to 50KW)
Backup Power, Generator Install (26KW to 50KW)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
185	0	EA	$1,600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (51KW or Greater)
Backup Power, Generator Install (51KW or Greater)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
186	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Fuel Source (Major Materials)
Backup Power, Generator Fuel Source (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
187	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Maintain
Backup Power, Generator Maintain

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
188	1	EA	$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS (Major Materials)
Backup Power, UPS (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
189	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install ITS Cabinet
Backup Power, UPS Install ITS Cabinet

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
190	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install ITS Hub Cabinet

Backup Power, UPS Install ITS Hub Cabinet

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
191	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install Hub Building
Backup Power, UPS Install Hub Building

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
192	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, (Major Materials)
Solar Equipment, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
193	0	EA	$2,125.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Install
Solar Equipment, Install

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
194	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Component Replacement
Solar Equipment, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
195	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Preventative Maintenance
Solar Equipment, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
196	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, (Major Materials)
Miscellaneous Infrastructure, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
197	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fusion Splicing

Miscellaneous Infrastructure, Fusion Splicing

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
198	0	EA	$48.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Connectors
Miscellaneous Infrastructure, Connectors

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
199	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fan out Kits
Miscellaneous Infrastructure, Fan out Kits

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
200	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial 1 - 72 F
Miscellaneous Infrastructure, Splice Closure Aerial 1 - 72 Fiber

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
201	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial 73 - 14
Miscellaneous Infrastructure, Splice Closure Aerial 73 - 144 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
202	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground
Miscellaneous Infrastructure, Splice Closure Underground 1 - 72 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
203	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground 73
Miscellaneous Infrastructure, Splice Closure Underground 73 - 144 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
204	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial Re-Entry

Miscellaneous Infrastructure, Splice Closure Aerial Re-Entry

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
205	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground
Miscellaneous Infrastructure, Splice Closure Underground Re-Entry

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
206	0	EA	$200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Riser Assembly
Miscellaneous Infrastructure, Riser Assembly

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
207	0	EA	$650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F1
Miscellaneous Infrastructure, CommBox, Type F1

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
208	0	EA	$850.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F2
Miscellaneous Infrastructure, CommBox, Type F2

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
209	0	EA	$925.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F3
Miscellaneous Infrastructure, CommBox, Type F3

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
210	0	EA	$1,025.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F4
Miscellaneous Infrastructure, CommBox, Type F4

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
211	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F5

Miscellaneous Infrastructure, CommBox, Type F5

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
212	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Structure Mount Pull Box
Miscellaneous Infrastructure, Structure Mount Pull Box (24 In X 24 In X 12 In)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
213	0	EA	$425.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Structure Mount Pull Box
Miscellaneous Infrastructure, Structure Mount Pull Box (36 In X 36 In X 24 In)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
214	0	EA	$150.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Underground Pull Box
Miscellaneous Infrastructure, Underground Pull Box (11 In X 18 In X 12 In)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
215	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fiber Marker Post
Miscellaneous Infrastructure, Fiber Marker Post

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
216	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Frequency Locate Marker
Miscellaneous Infrastructure, Frequency Locate Marker

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
217	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Frequency Locate Marker Adder
Miscellaneous Infrastructure, Frequency Locate Marker Adder for Commbox Lid

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
218	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Grounding Grid

Miscellaneous Infrastructure, Grounding Grid

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
219	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Grounding Grid for Rock Soils
Miscellaneous Infrastructure, Grounding Grid for Rock Soils (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
220	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Tower/Structure Space Lease (Major Materials)
Miscellaneous, Tower/Structure Space Lease (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
221	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Fiber or Copper Connection Lease
Miscellaneous, Fiber or Copper Connection Lease (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
222	0	EA	$1,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Small ITS Device Removal
Miscellaneous, Small ITS Device Removal - Includes the labor and equipment for any ITS device removal. Excludes DMS, Structures, HAR Signs, Poles, Electrical Service, all underground facilities, radios over 40 FT AGL, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
223	0	EA	$2,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Large ITS Device Removal - Includes DMS
Miscellaneous, Large ITS Device Removal - Includes DMS, Structures, HAR Signs, and radios over 40 FT AGL. Excludes electrical service, all underground facilities, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
224	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Radio Device (Over 40 FT AGL) Removal
Miscellaneous, Radio Device (Over 40 FT AGL) Removal - Includes Radios over 40 FT AGL. Excludes electrical service, all underground facilities, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
225	0	EA	$4,600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and

Miscellaneous, Pole/Structure Removal
Miscellaneous, Pole/Structure Removal - Includes Poles and Structures. Excludes Hub Buildings.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
226	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Fiber/Electrical Conductor
Miscellaneous, Underground Fiber/Electrical Conductor Removal - Includes underground fiber cable, splice enclosure removal, and electrical conductor.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
227	0	LNFT	$10.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Raceway Removal
Miscellaneous, Underground Raceway Removal - Includes the complete removal of the conduit raceway from the right-of-way.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
228	0	EA	$250.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Pullbox/Manhole Removal
Miscellaneous, Underground Pullbox/Manhole Removal - Includes the complete removal and backfill of pullboxes and manholes.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
229	0	LNFT	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Aerial Facilities Removal
Miscellaneous, Aerial Facilities Removal - Includes all aerial facilities. Excludes pole removal.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
230	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Electrical service Removal
Miscellaneous, Electrical service Removal - Include the removal of the electrical power service, rack, and wood pole.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
231	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Concrete (Major Materials)
Site Infrastructure, Concrete (Major Materials)

Cost Plus 1 (one)%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
232	0	SQYD	$64.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Concrete Pad Form 6 INCH

Final

Site Infrastructure, Concrete Pad Form 6 INCH Thickness or Less

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
233	0	LNFT	$68.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Fence
Site Infrastructure, Fence

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
234	0	EA	$720.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Gate
Site Infrastructure, Gate

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
235	0	LNFT	$3.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Silt Fence
Site Infrastructure, Silt Fence

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
236	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Gravel #57 Stone
Site Infrastructure, Gravel #57 Stone

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
237	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, #810 Crushed Agg Base
Site Infrastructure, #810 Crushed Agg Base

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
238	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Washed Sand
Site Infrastructure, Washed Sand

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
239	0	SQYD	$95.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Concrete & Asphalt Removal

Concrete & Asphalt Removal - Includes removal and disposal of concrete and/or asphalt.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
240	0	CUYD	$100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Debris Removal
Debris Removal - Includes removal and disposal of debris on the right-of-way.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
241	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Single Lane Closure State Non-Interstate
Traffic Control, Single Lane Closure State Non-Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
242	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Single Lane Closure Interstate
Traffic Control, Single Lane Closure Interstate

Materials

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
243	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Double Lane Closure State Non-Interstate
Traffic Control, Double Lane Closure State Non-Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
244	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Double Lane Closure Interstate
Traffic Control, Double Lane Closure Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
245	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Diversion
Traffic Control, Diversion

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
246	0	EA	$1,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, MOT (Maintenance of Traffic)

Traffic Control, MOT (Maintenance of Traffic)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
247	0	HOUR	$60.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Uniform Police Officer
Traffic Control, Uniform Police Officer - Includes furnishing a uniformed police officer for assistance with Lane closures, maintenance of traffic and/or detours.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
248	0	DAY	$1,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Attenuator Truck
Traffic Control, Attenuator Truck - Includes truck and operator.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
249	0	DAY	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Portable Changeable Message Board
Traffic Control, Portable Changeable Message Board - Includes sign, delivery to site, and programing.

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
250	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Site Visit
Technical Services, Project Site Visit

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
251	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Design
Technical Services, Project Design

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
252	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Communication Diagnostic Time
Technical Services, Communication Diagnostic Time

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
253	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Electrical Diagnostic Time

Technical Services, Electrical Diagnostic Time

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
254	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, 811 Locate On Call
Technical Services, 811 Locate On Call

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
255	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, After Hours, Weekends, and Holiday's
Technical Services, After Hours, Weekends, and Holiday's Call Out

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
256	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, State of Alabama Licensed Electrician
Technical Services, State of Alabama Licensed Electrician

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
257	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, ITS Technician
Technical Services, ITS Technician

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
258	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Network Engineer/Technician
Technical Services, Network Engineer/Technician (Must have at least 5 years experience in network construction and maintenance.)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
259	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Fiber Technician
Technical Services, Fiber Technician (ETA, IMSA, or FOA Certified)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
260	0	HOUR	$135.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Traffic Signal IMSA Level II Technician

Technical Services, Traffic Signal IMSA Level II Technician

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
261	0	HOUR	$210.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Manager
Technical Services, Project Manager (Must have 5 years or more experience in the ITS field.)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
262	0	HOUR	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Certified Tower Climber
Technical Services, Certified Tower Climber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
263	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Annual ITS WAN Connection (Major Materials)
FAMS Annual ITS WAN Connection (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
264	0	MI	$2,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Field Communication Data Collection
FAMS Field Communication Data Collection

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
265	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Field Device/Site Collection Entry
FAMS Field Device/Site Collection Entry

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
266	0	EA	$13,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Help Desk Region Operational Fee
FAMS Help Desk Region Operational Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
267	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate Annual Region Connection Fee

811 Locate Annual Region Connection Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
268	0	EA	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate Region Ticket Process Fee
811 Locate Region Ticket Process Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
269	0	MI	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate
811 Locate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
270	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
DMS Daily Rate
DMS Daily Rate

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
271	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV Daily Rate
CCTV Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
272	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Non-Intrusive) Daily Rate
Vehicle Detection (Non-Intrusive) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
273	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Intrusive Non-Interstate) Daily Rate
Vehicle Detection (Intrusive Non-Interstate) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
274	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Intrusive Interstate) Daily Rate

Vehicle Detection (Intrusive Interstate) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
275	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CMES Daily Rate
CMES Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
276	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
AMES Daily Rate
AMES Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
277	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FMES Daily Rate
FMES Daily Rate

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
278	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Endpoint Radio Daily Rate
Endpoint Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
279	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backhaul Radio Daily Rate
Backhaul Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
280	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Cellular Modem Daily Rate
Cellular Modem Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
281	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Cabinet Daily Rate

ITS Cabinet Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
282	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Hub Cabinet Daily Rate
ITS Hub Cabinet Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
283	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Hub Building Daily Rate
ITS Hub Building Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
284	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor Daily Rate
Environmental Sensor Daily Rate

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
285	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
HAR Radio Daily Rate
HAR Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
286	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Generator Daily Rate
Generator Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
287	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
UPS Daily Rate
UPS Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
288	0	MI	$1,750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Network Plant Maintain Per Mile Rate

COMMODITY / SERVICE INFORMATION
Fiber Network Plant Maintain Per Mile Rate Labor & Equipment

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Final

TERMS AND CONDITIONS

Price Increase:
At the renewal of each contract period, up to a 5% price increase may be allowed, if agreed upon by both the contract vendor and the State of Alabama. The request for a price increase must have justifiable proof in writing and be submitted to the State of Alabama sixty (60) days prior to renewal date. Justifiable proof may be copies of materials, fuel, or labor costs increase over the current year of the contract. Any price increase allowed will be based on a percentage difference of the current contract price in effect and must not exceed 5%. Any price resulting from an agreed upon increase, must be firm for the next 12 month period of the contract.

Liability Insurance:
Vendor should submit with their bid proof of liability insurance in the amount of $1,000,000.00 per occurrence, 2,000.000.00 aggregate. In addition, vendor should submit with their bid proof of workman’s compensation insurance sufficient to satisfy all legal requirements of the State of Alabama. If awarded the contract, these insure must remain in effect for the entire period of the contract including each of the contract renewal periods. Failure to provide the insurance documents with your bid will delay the bid evaluation and award process.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Firm Pricing:
All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

Payment:
The State of Alabama pays thirty (30) days in arrears after receipt of invoice.

Quality of materials and labor:
Materials used that are not otherwise specified shall be the kind and quality consistent with the trade practice for such work and shall comply with all local codes. All labor shall be well experienced in this type work and it shall be completed in a professional manner.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:
Nick Amberger, P.E., Engineering Department

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To accept agreement with Mobile County Commission for paving in city segments.

Amount of Contract:
$18,848.00

Funding Source

Project # C0958 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4945

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	4/24/2024
resolution	Cover Memo	5/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/24/2024 - 4:58 PM
Capital	Rhodes, Brenda	Approved	4/26/2024 - 5:15 PM
Legal	Kern, Chris	Approved	4/26/2024 - 5:17 PM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:11 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: County Paving City Segments-Unicorp

CAPITAL PROJECT # C0958 **DATE OF RECEIPT** _____

DEPT. PROJECT # 2024-3005-13

PROJECT DESCRIPTION Resurfacing-County Paving (Unicorp in West Mobile City Segments

CONTRACT AMOUNT $ 18,848.00

VENDOR NAME Mobile County Commission

VENDOR NUMBER 1010

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 4/24/2024

Revised 5/16/2022 Tiffany Hollins

INTERGOVERNMENTAL AGREEMENT BETWEEN
MOBILE COUNTY AND THE CITY OF MOBILE
FOR STREET RESURFACING

WHEREAS, Mobile County, Alabama ("County"), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor ("City"), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds described herein; and

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements; and

WHEREAS, the County and the City wish to agree to facilitate the resurfacing of certain streets in which portions of the street are the maintenance responsibility of the County and other portions of the street are the maintenance responsibility of the City respectively, to wit: Border Circle W. (623 ft. maintained by County, 216 ft. maintained by City), Border Circle E. (450 ft. maintained by County, 410 ft. maintained by City), Center Street (384 ft. maintained by County, 317 ft. maintained by City), and Cedar Street (1530 ft. maintained by County, 150 ft. maintained by City) (hereafter "the Project"; and

WHEREAS, the City wishes the County to engage and/or perform such work which is required for asphalt resurfacing of the portions of streets herein described and the City wishes to provide funding for materials required for said resurfacing of the City maintained portions of the streets; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the Project;

NOW THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City ("Parties") enter into the following mutual agreement:

1. That the County will undertake a one-time asphalt resurfacing project and provide such labor, services and equipment for said resurfacing at the locations as described hereinabove. The means and methods by which such is performed shall be within the County's sole discretion. County shall remain responsible for the design, improvements, and construction of the Project, during the duration of the one-time asphalt resurfacing project until such time as the resurfacing project is completed by the County.

2. That the City will appropriate for the use of the County the sum of $18,848.00 ("the Funds") for asphalt materials to be used for resurfacing of the City maintained portions of the streets as described hereinabove as the Project.

3. That the County agrees to utilize the Funds solely for asphalt materials to be used as provided herein. These funds shall supplement, not supplant, any contribution from the County.

4. That the funds will be disbursed in a single payment of Eighteen Thousand Eight Hundred Forty-Eight and 00/00 ($18,848.00), upon full execution of this Agreement by the Parties.

5. That said payment shall be paid within thirty (30) days of submission of an invoice to the City's accounting department unless an agreement between the Parties indicates otherwise.

6. The agreement shall continue for so long as needed for completion of the resurfacing project, but in no event longer than twelve (12) months from the date this agreement is last signed.

7. In the event the Project is not completed within twelve months of execution, or if the Funds are not used for the Project, the County shall return and refund the Funds to the City in full.

8. Neither County nor any of its agents or contractors used for the Project shall be deemed to be the agent of the City but rather shall be deemed to be an independent contractor in every respect. City does not and will not assume any responsibility for the means by which or manner in which services by the County or its agents or Contractors are performed.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST: MOBILE COUNTY COMMISSION

E. Edwin Kerr, Interim County Administrator

Randall Dueitt, President

Date: _____

ATTEST: CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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:	Mobile County Commission
Project Name:	County Paving City Segments-Unicorp (A.K.A. Intergovernmental Agreement Between Mobile County and the City of Mobile for Street Resurfacing) COM Project# 2024-3005-13

Estimated Cost: $18,848.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for 155 sets of Point Blank FRK-720 body armor and 17 PARACLETE MICH helmets for MFRD.
Federal Assistance to Firefighters Grant

Amount of Contract:

$116,888.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240501 Galls Agenda Package POs	Cover Memo	5/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/2/2024 - 1:13 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
8344	2024	(1510) FIRE ADMINISTRATION	POINT BLANK FRK-720 BALLISTIC BODY ARMOR AND PARACLETE MICH HELMETS FOR MFRD (SEALED BID 5874)	$116,853.00	(070216) GALLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5501.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GALLS LLC	FIRE CENTRAL SUPPLY
P O BOX 71628	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHICAGO, IL 60694-1628	RICHARDSONV@CITYOFMOBILE.ORG
Tel#859-266-7227	Delivery Reference
Fax 859-269-3492	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	070216				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND BID 5874			
001	BALLISTIC BODY ARMOR FRK-720 PLATE CARRIER W/ CIIIA ARMOR AND HI VIS CUMMBERBUND MODEL #: PCGUCDBV0J - NO SUBSTITUTIONS Dual bottom loading plate pockets on front and back to fit two sizes of plate. All sizes fit 10” X 12” 2” webbing adjustable shoulder strap with removable foam padded shoulders External cummerbunds feature envelope style opening at the top for ballistic inserts with an elastic hook/loop strap system on the inside for side hard armor plates. 360 degree MOLLE throughout the carrier Hi-Visibility I.D. panels front and back with FIRE in red and yellow background. Cable routing elastic tabs. Vendor Item	155.00 EACH	720.00000	111600.00
1	5501.30.15.0000.0000.1510.0000.0000.47010.			

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	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
04/25/24	070216				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E G-FDSHIELD.CAPEQUIPMT. .			111600.00
	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	HELMET: BALLISTIC ARMOR HELMET MICH FULL CUT WITH 7 PAD SYSTEM AND DIAL HARNESS o MODEL #: HLMBOAFM00 - NO SUBSTITUTIONS o Protection level: NIJ 0106.01 Level IIIA, HP White 0401.01B kvel IIIA and exceeds US mil spec for ACH helmet for 2, 4, 16,64, 17 grain fragments. o Weight: 2 .7 - 2 .98 lbs o Size TDB Vendor Item	17.00 EACH	309.00000	5253.00
1	5501.30.15.0000.0000.1510.0000.0000.47010. E G-FDSHIELD.CAPEQUIPMT. .			5253.00

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	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
04/25/24	070216				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 116853.00

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

Account	Amount	Remaining Budget
E G-FDSHIELD.CAPEQUIPMT. .	116853.00	35.00

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

Account	Amount	Remaining Budget
5501.30.15.0000.0000.1510.0000.0000.47010.	116853.00	

AL HOMELAND SECURITY EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/25/24	BARRY GLISSON	
Approved	04/25/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	04/25/24	JAMES FRANK	Auto approved by: 910512538

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5501.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
GALLS LLC	FIRE CENTRAL SUPPLY
P O BOX 71628	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHICAGO, IL 60694-1628	RICHARDSONV@CITYOFMOBILE.ORG
Tel#859-266-7227	Delivery Reference
Fax 859-269-3492	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	070216				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Unknown	05/01/24	LAPORTSIA NETTLES			
	Approved	05/01/24	TRAVIS MARSHALL		Auto approved by: 910520251	
	Approved	05/01/24	LAPORTSIA NETTLES		BUDGET AMENDMENT APPROVED	
	Approved	05/01/24	SHAUNAGYE SIMMS		Auto approved by: 910520251	
	Approved	05/01/24	RANDY THREADGILL		Auto approved by: 910520251	
	Approved	05/01/24	DONALD ROSE		Auto approved by: 910520704	
	Approved	05/01/24	SANDRA LEWIS		Auto approved by: 910520704	
	Approved	05/01/24	STEVEN KRONINGER		Auto approved by: 910520704	
	Approved	05/01/24	SAMANTHA COOLEY			
	Approved	05/01/24	JOHN PAINE		Auto approved by: 910520704	
	Approved	05/01/24	MICHAEL SPAFFORD		Auto approved by: 910520704	
	Approved	05/01/24	JOHN PAINE		Auto approved by: 910520704	

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: 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:
4/1/2024	5874	Fire Dept	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, April 16, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

This bid cancels and replaces City of Mobile Bid #5867.

BALLISTIC ARMOR

APPX QTY 1-140

BALLISTIC BODY ARMOR
FRK-720 PLATE CARRIER W/ CIIIA ARMOR AND HI VIS CUMBERBUND

- **MODEL #: PCGUCDBV0J - NO SUBSTITUTIONS**
  - Dual bottom loading plate pockets on front and back to fit two sizes of plate. All sizes fit 10" X 12"
  - 2" webbing adjustable shoulder strap with removable foam padded shoulders
  - External cummerbunds feature envelope style opening at the top for ballistic inserts with an elastic hook/loop strap system on the inside for side hard armor plates.
    - Size XL shall be supplied.
  - 360 degree MOLLE throughout the carrier
  - Hi-Visibility I.D. panels front and back with FIRE in red and yellow background.
  - Cable routing elastic tabs.

Make_____ Model_____

*Product liability insurance: Vest manufacturer shall agree to provide a minimum of $26,000,000 product liability insurance coverage on delivered vests.

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

APPX QTY 1-140

BALLISTIC ARMOR HELMET
MICH FULL CUT WITH 7 PAD SYSTEM AND DIAL HARNESS

- **MODEL #: HLMBOAFM00 - NO SUBSTITUTIONS**
  - Protection level: NIJ 0106.01 Level IIIA, HP White 0401.01B Level IIIA and exceeds US mil spec for ACH helmet for 2, 4, 16, 64, 17 grain fragments.
  - Weight: 2.7 – 2.98 lbs
  - Size TBD

Make_____Model_____

APPX 1-280

STEEL PLATE 555, 10X12 FULL SIZE

- **MODEL #: PLT450FSFQ - NO SUBSTITUTIONS**
  - Protection type/level: III
  - The 555 steel plate shall be supplied wit ha spall solution.
  - Supplied for front and back plates
  - Thickness: 0.38”
  - Curvature: Single Curve
  - Steel construction
  - Weight: 8.69 lbs

Make_____Model_____

APPX 1-65

LOWER AB AND BACK WITH CIIIA ARMOR BALLISTIC COVERAGE ADD ON TO THE TACTICAL VEST LISTED ABOVE - NO SUBSTITUTIONS

- For tactical components for SRV, RMV-IV, SOHPC, APC-IV, ARMIS
- NIJ – CPL Model: CIIIA-3
- Threat Level: IIIA

Make_____Model_____

QUANTITIES LISTED ARE APPROXIMATIONS.

Provide literature and specifications on product bid.

Upon award the City will purchase a minimum of one (1) item each.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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.

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

Pricing to be firm for the six (6) 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 two (2) additional six (6

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.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

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

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

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

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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:5/7/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for annual subscription renewal for Rock Solid citizen engagement software.
General fund.

Amount of Contract:

$54,485.78

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

ATTACHMENTS:

Description	Type	Upload Date
20240430 SHI Agenda Package POs	Cover Memo	4/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/2/2024 - 1:14 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
7861	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION RENEWAL FOR ROCK SOLID CITIZEN ENGAGEMENT SOFTWARE (BID EXEMPT AS SOFTWARE)	$54,485.78	(272641) SHI INTERNATIONAL CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #24728013. NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) CONTRACT.			
001	Platform - Enterprise: Subscription Granicus - Part#: NPN-GRANI-PLATF Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2024 - 6/27/2025	1.00 EACH	40676.09000	40676.09
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			40676.09
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Knowledge Base: Subscription	1.00	6277.08000	6277.08

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Granicus - Part#: NPN-GRANI-KNOWL Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2024 - 6/27/2025	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42115.			6277.08
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Staging Instance: Subscription Granicus - Part#: NPN-GRANI-STAGI Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2024 - 6/27/2025	1.00 EACH	7532.61000	7532.61

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			7532.61

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 54485.78

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	54485.78	817007.60

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

Activity	Date	Clerk	Comment
Approved	04/15/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/15/24	SCOTT KEARNEY	
Approved	04/15/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	04/29/24	DONALD ROSE	Approved by: 9105fola
Approved	04/29/24	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/29/24	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	04/29/24	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	04/29/24	JOHN PAINE		Auto approved by: 910516727	
	Approved	04/29/24	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Contract: MA230000003919 - Software, Valued Added Reseller

Contract Header

Contract
Software, Valued Added Reseller

Type
Master Agreement

Supplier
SHI INTERNATIONAL CORP

Contract Code
MA230000003919

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

5 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
4/1/2023

End Date
4/24/2027

Documents

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Items

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Cheri Boucher, Accreditation Manager

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $40,000.00 from General Fund, Public Works Exec Admin; (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0710 City-Wide Resilience Assessment Plan.

Funding Source

Project # Citywide Resilience Assessment and Plan **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resilience Assessment and Plan	Cover Memo	5/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	5/2/2024 - 4:36 PM
Budget	Collins, Scott	Approved	5/2/2024 - 5:44 PM
Legal	Kern, Chris	Approved	5/3/2024 - 10:23 AM
Legal	Kern, Chris	Approved	5/3/2024 - 10:23 AM
Mayors Office	Barber, James	Approved	5/3/2024 - 10:26 AM

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 sum of $40,000.00 be transferred from the General Fund, Public Works Exec Admin, ($20,000.00 from 10042000.42200 and $20,000.00 from 10042000.40010) to the Capital Project Fund C0710 to be used for the City-Wide Resilience Assessment and Plan.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

Consultant will provide a structural inspection of the Cruise Terminal parking garage, preparation of a scope of repairs, and production of the contract documents for the implementation of those repairs.

Amount of Contract:

$20,000.00

Funding Source

Project # Cruise Terminal Parking Garage Phase IV Repairs CT-009-24	**Discretionary Funds**
Project String C0642 Cruise Terminal Parking Garage Phase IV Repairs (20002000-42200)	**Contract Number:**4949
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT-009-24_Routing package	Cover Memo	4/18/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/2/2024 - 9:19 AM
Capital	Rhodes, Brenda	Approved	5/2/2024 - 10:13 AM
			5/2/2024 - 11:13

Legal	Kern, Chris	Approved	AM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:11 PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	Barter & Associates, Inc.
Project Name:	Cruise Terminal Parking Garage Phase IV Repairs
Project Number:	CT-009-24
Amount:	$20,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Cruise Terminal Parking Garage Phase IV Repairs

CAPITAL PROJECT #: C0642 (20002000-42200)

CONTRACT AMOUNT: $20,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-009-24

PROJECT DESCRIPTION: Consultant will provide a structural inspection of the Cruise Terminal parking garage, preparation of a scope of repairs, and production of the contract documents for the implementation of those repairs.

VENDOR NAME: Barter & Associates, Inc.

VENDOR NUMBER: 21377

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 ___ N X ; 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:** 04/18/2024

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Barter & Associates, Inc.
1614 Government Street
Mobile, AL 36604

City of Mobile Business License No.: 041260

Secretary of State Registration No.: 000-146-563

For the following Project: Cruise Terminal Parking Garage Phase IV Repairs
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-009-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated March 7,2024,, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner 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 Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Barter & Associates, Inc.
Address:	1614 Government Street
Phone Number:	251-473-8354
Email address:	mbarter@barterse.com
Name:	Marc Barter, P.E., S.E., SECB
Eng. License No:	12749

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Sixty (60) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

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

3.1.4 INDEMNIFICATION

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

3.1.5 STANDARD OF PERFORMANCE

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

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant'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.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated March 7, 2024.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall 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

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee

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

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description 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).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability

policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Consultant will remain solely responsible for,

shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated March 7, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. 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.

B. 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.

7.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race,

creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 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.

9.1 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.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 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.

13.1 NON-AGENCY CLAUSE

Consultant, 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 Consultant 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 Consultant. 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, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

This Agreement entered into as of the day and year first written above.

OWNER: **City of Mobile**

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: **Barter & Associates, Inc.**

Signature

Marc S. Barter P.E., S.E., SECB
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Marc S Barter as President of Barter & Associates 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 26 day of March, 20 24.

NOTARY PUBLIC
My Commission Expires: Notary Public Alabama State At Large My Commission Expires 10/26/26

CHERRELL ROSALES NOTARY PUBLIC ALABAMA STATE AT LARGE

BARTER & ASSOCIATES, INC.
Structural Engineers

2024 FEE SCHEDULE

Principal	$235.00/hr.
Sr. Project Manager	$185.00/hr.
Sr. Design Engineer P.E.	$170.00/hr.
Design Engineer P.E.	$145.00/hr.
Senior Engineer Inspector	$122.00/hr.
Engineer	$122.00/hr.
Engineer Technician	$ 110.00/hr.
CAD Draftsman II	$ 95.00/hr.
Clerical	$ 80.00/hr.

Expenses

Subcontract Consulting Services	Cost + 10%
Reproduction Expenses	Cost + 10%
Long Distance Telephone	Cost + 10%
Travel Expenses	Cost + 10%
Postage/Shipping	Cost + 10%
Digital Photographs	3.00/sheet
Automobile Expense	$ .60/mile

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# CT-009-24 Current Date 3 /27 /24

Project Description Cruise Terminal- Parking Deck Repairs (Consultation)

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.

Due to the nature of the consultation required and structural inspection of the parking deck, it is in the city's best interest to use Barter & Associates as they have supplied consultation regarding the parking deck for the past eight years and have extensive knowledge of the past and current status of the parking deck. The proposal includes: a field survey and scope of work, design development documents, issuance of construction documents, completion of the bid phase, and weekly site visits during construction to review progress. The consultation proposal is to be $20,000.

Cassie Boatwright
Requested By (Department Director)

(Signature)	REAM Director (Title)	3/27/2024 (Date)

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature)	Supplier Diversity Manager (Title)	4/17/2024 (Date)

Approved By (CAO)

Barter & Associates, Inc.	
Entity ID Number	000-146-563
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/05/1991
Registered Agent Name	BARTER, MARC S
Registered Office Street Address	1614 GOVERNMENT ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	CONSULTING ENGINEERING BUSINESS
Capital Authorized	$25,000
Capital Paid In	$1,00
Incorporators	
Incorporator Name	BARTER, MARC S
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/05/1991 Certificate of Formation 5 pgs.

Browse Results | New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2024

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
Greyling Ins Brokerage/EPIC
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: ACEC/STL Certificate Specialist
PHONE (A/C, No, Ext): 770.670.5324 **FAX (A/C, No):** 770.670.5324
E-MAIL ADDRESS: ACECCertificates@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Property & Casualty Ins Co of Hartford	34690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BARTASSO
Barter & Associates, Inc
1614 Government Street
Mobile AL 36604

COVERAGES **CERTIFICATE NUMBER:** 214022847 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	20SBWBD2EV2	3/6/2024	3/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		20SBWBD2EV2	3/6/2024	3/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	20SBWBD2EV2	3/6/2024	3/6/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	20WEGBD2GHV	3/6/2024	3/6/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: CT-009-24, Cruise Terminal Parking Garage Phase IV Repairs. The General Liability policy contains a special endorsement with “Primary and Noncontributory” wording.
The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Waiver of Subrogation is issued as respects to Workers Compensation as required by written contract. Coverage for the Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law. Coverage includes U.S. Longshore & Harbor Workers compensation Act. Endorsements SL 00 00 10 18 Attached. City of Mobile is included as an additional insured on all policies with a waiver of subrogation in favor of City of Mobile. 30 days' notice of cancellation, non renewal or material change shall apply 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
Jeff Connelly

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 20 WEG BD2GHV **Endorsement Number:**
Effective Date: 03/06/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Barter & Associates, Inc
1614 GOVERNMENT ST
MOBILE AL 36604

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

PART A: 30

PART B: 10

PART C: 30

Name of Certificate Holder: City of Mobile

Mailing Address: PO Box 1827 Mobile AL 36633

This Policy is subject to the following additional conditions when a number of days are shown in the schedule for any of the above Parts.

A. If this Policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in **Part A**.

B. If this Policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in **Part B**.

C. If this Policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in **Part C**.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this Policy's term.

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(May include copyrighted material of Insurance Services Office, Inc., with its permission)

Company ID Number: 468942
Client Company ID Number: 567539

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer **Barter & Associates, Inc.**

Name (Please Type or Print)	**Title**
Signature	**Date**

E-Verify Employer Agent **Alabama Department of Homeland Security**

Sherry Galbreath	
Name (Please Type or Print)	**Title**
Electronically Signed	06/08/2012
Signature	**Date**

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	**Title**
Electronically Signed	06/11/2012
Signature	**Date**

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Barter & Associates, Inc.

Company ID Number: 468942
Client Company ID Number: 567539

Company Facility Address:	1614 Government St. Mobile, AL 36604
County or Parish:	MOBILE
Employer Identification Number:	631056567
North American Industry Classification Systems Code:	551
Administrator:	
Number of Employees:	1 to 4

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Gregory

Purpose and Scope of Project:

Upgrade electrical service. Replace all existing lights at the tennis center that have not been updated. All of East side and 8 courts on the West side. Add power and electrical panels for tents and A/C units for large tournaments.

Amount of Contract:

$417,940.00

Funding Source

Project # Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels PR-037-23 & PR-037A-23 — **Discretionary Funds**

Project String C0765 & C0823 Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels (20002000-48010) — **Contract Number:**4952, 4953

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels PR-037-23 & PR-037A-23	Cover Memo	4/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/2/2024 - 9:16 AM

Capital	Rhodes, Brenda	Approved	5/2/2024 - 10:33 AM
Legal	Kern, Chris	Approved	5/2/2024 - 11:17 AM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:12 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 Electrical Co. Inc.
Project Name:	Copeland-Cox Tennis Center - Electrical Upgrades & Copeland-Cox Tennis Center - Lights and Panels
Project Number:	PR-037-23 ($141,600.00) & PR-037A-23 ($276,340.00)
Amount Total:	$417,940.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Copeland-Cox Tennis Center - Electrical Upgrades

CAPITAL PROJECT #: C0823 (20002000-48010)

CONTRACT AMOUNT: $ 141,600.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037-23

PROJECT DESCRIPTION: Add power and panels for future tents and A/C units.

VENDOR NAME: H & H Electrical Co. 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:** 03/11/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Copeland-Cox Tennis Center - Lights and Panels

CAPITAL PROJECT #: C0765 (20002000-48010)

CONTRACT AMOUNT: $276,340.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037A-23

PROJECT DESCRIPTION: Replace all existing lights at the tennis center that have not been updated. All of East side and 8 courts on the West side.

VENDOR NAME: H & H Electrical Co. 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:** 03/11/2024

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)

H&H Electric Co., Inc.
P.O. Box 461
Saraland AL, 36571

City of Mobile Business License Number: 445
Secretary of State Registration Number: 000-058-646

for the following Project:
(Name, location and detailed description)
Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels
851 Gaillard Drive
Mobile, Alabama 36608
PR-037-23 & PR-037A-23
Scope of work to include the installation of new LED lights and improvements to the electric services at the Copeland-Cox Tennis Center.
The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Dell Consulting LLC.
813 Downtowner Blvd
Mobile AL, 36609

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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 Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work. Notice to proceed will be issues once delivery of lights are confirmed.

§ 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)

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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 Four Hundred Seventeen Thousand Nine Hundred Forty and 00/100 ($417,940.00), subject to additions and deductions as provided in the Contract Documents.

Lighting Upgrades:
Base Bid: $80,000.00
Contingency Allowance: $10,000.00
Total Bid: $90,000.00
Alternate #1: $12,940.00
Alternate #2: $173,400.00

Power Upgrades:
Base Bid: $128,700.00
Contingency Allowance: $3,000.00
Total Bid: $131,700.00
Alternate #1: $9,900.00

Total Contract Sum: $417,940.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Lighting Upgrades:	
Additive Alternate #1	**$12,940.00**
Additive Alternate #2	**$173,400.00**
Power Upgrades:	
Additive Alternate #1	**$9,900.00**

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance Lighting Upgrades: Ten Thousand and 00/100 ($10,000.00)

Contingency Allowance Power Upgrades: Three Thousand and 00/100 ($3,000.00)
(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)
N/A	N/A	N/A

§ 4.5 Liquidated damages:

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(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 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.

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§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 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);

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•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that H&H Electric co., INC. has completed the contract for PR-037-23 Copeland-Cox Tennis Center - Electrical Upgrades - Lights & Panels, 851 Gaillard Drive Mobile, Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[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.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

William H. Hill, President
P.O. Box 461
Saraland AL, 36571
hhelectric@bellsouth.net
251-675-5494

§ 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.

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The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any

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auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

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.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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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 two (2) 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 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
Lighting Upgrades:		
TL-1.0	TITLE SHEET	December 07, 2023
EL-1.0	LEGEND & SPECIFICATIONS	December 07, 2023
EL-2.0	OVERALL ELECTRICAL PLAN	December 07, 2023
EL-3.0	ENLARGED TENNIS COURTS 39-60 POWER PLAN	December 07, 2023
EL-4.0	CLUBHOUSE ENTRANCE LIGHTING – BASE BID	December 07, 2023
EL-5.0	ENLARGED TENNIS COURTS 35-38 POWER	December 07, 2023

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	PLAN – ALTERNATE #1	
EL-6.0	ENLARGED TENNIS COURTS 1-8 POWER PLAN – ALTERNATE #2	December 07, 2023
EL-7.0	ELECTRICAL DETAILS	December 07, 2023
Power Upgrades:		
TL-1.0	TITLE SHEET	December 07, 2023
EL-1.0	LEGEND & SPECIFICATIONS	December 07, 2023
EL-2.0	OVERALL ELECTRICAL PLAN	December 07, 2023
EL-3.0	ENLARGED ELECTRICAL PLAN – BASE BID	December 07, 2023
EL-4.0	ENLARGED ELECTRICAL PLAN – AMMENDMENT #1	December 07, 2023
EL-6.0	ELECTRICAL SCHEDULES	December 07, 2023
EL-7.0	ELECTRICAL DETAILS	December 07, 2023

.4 Specifications

Section	Title	Date
	ON DRAWINGS	December 20, 2023

.5 Addenda, if any:

Number	Date
Addendum #1	December 07, 2023
Addendum #2	December 20, 2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.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.)

§ 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.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: H&H Electric Co., Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

William H. Hill, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared William H. Hill as President of H&H Electric Co., 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 19th day of January, 20 23.

NOTARY PUBLIC
My Commission Expires: February 19, 2025

CHARLOTTE P HILL
My Commission Expires
February 19, 2025

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User Notes: (1331773775)

THAMES BATRÉ
INSURANCE • SINCE 1891

MEMORANDUM:

Date: January 19, 2024

To: H & H Electric Co., Inc.

From: M. Harland Ison, Jr.

Re: City of Mobile Copeland-Cox Tennis Center
LED Lighting and Power Improvements
B2788139

To Whom It May Concern:

As a representative and Attorney-in-Fact for Cincinnati Insurance Company, Fairfield, OH, regarding the above-mentioned Payment and Performance bond and Labor and Material bond for H & H Electric CO., Inc. I give The City of Mobile the authority to date the Power of Attorney, Payment and Performance bond and Labor and Material bond, for the above referenced project, the same date contracts are executed.

If you would be so kind, please let me know what date you use.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

M. Harland Ison, Jr.
Attorney-in-Fact
Cincinnati Insurance Company

2065 Old Shell Road P.O. Box 6989, Mobile, AL 36660 251.473.9000 Fax 251.473.9010 800.514.8132
145 Cove Avenue Gulf Shores, AL 36542 251.968.4322 Fax 251.968.4323

BOND NUMBER B2788139

AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
H & H Electric Co., Inc.
13580 Celeste Rd
Saraland, AL 36571

SURETY:
(Name, legal status and principal place of business)
Cincinnati Insurance Company
6200 S Gilmore Rd
Fairfield, OH 45014-5141

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $417,940.00

Description: *(Name and Location)*
Copeland-Cox Tennis Center- LED Lighting and Power Improvements

BOND
Date:

Amount: $417,940.00

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
H & H Electric Co., Inc.
X:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Cincinnati Insurance Company
X:
Name and Title: M. Harland Ison, Jr. Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

*(FOR INFORMATION ONLY—*Name, Address and telephone
AGENT or BROKER:

Thames Batre Insurance
2065 Old Shell Rd Mobile, AL 36607

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered
defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor. materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
H & H Electric Co., Inc.			
X:_____		X: _____	
Name and Title:		Name and Title:	

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, Peyton L Mattei

of MOBILE, AL
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, policies, undertakings or other like instruments, as follows:

Fifteen Million Dollars and 00/100 ($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 NUMBER B2788139

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
H & H Electric Co., Inc.
13580 Celeste Rd
Saraland, AL 36571

SURETY:
(Name, legal status and principal place of business)
Cincinnati Insurance Company
6200 S Gilmore Rd
Fairfield, OH 45014-5141

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $417,940.00

Description: *(Name and Location)*
Copeland-Cox Tennis Center- LED Lighting and Power Improvements

BOND
Date:

Amount: $417,940.00

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
H & H Electric Co., Inc.
X:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Cincinnati Insurance Company
X:
Name and Title: M. Harland Ison, Jr. Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

*(FOR INFORMATION ONLY—*Name, Address and telephone
AGENT or BROKER:

Thames Batre Insurance
2065 Old Shell Rd Mobile, AL 36607

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract:

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
H & H Electric Co., Inc.			
X:_____		X: _____	
Name and Title:		Name and Title: M. Harland Ison, Jr. Attorney-in-Fact	

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, Peyton L Mattei

of MOBILE, AL
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, policies, undertakings or other like instruments, as follows:

Fifteen Million Dollars and 00/100 ($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

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)

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 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	H & H ELECTRIC CO., INC
Address	P O BOX 461 SARALAND AL 36571
Telephone	(251) 675-5494
E-Mail	hhelectric@bellsouth.net

RFP/RFQ Solicitation Number	PR-037-23
Project Description	COPELAND COX TENNIS CENTER LED LIGHTING AND POWER IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 11 Female 1 Minority 1 Non-minority 11 SDVO _____ Total #of Employees 12

Subcontractor/Major Supplier Plan submitted by:

Printed Name: WILLIAM H. HILL

Signature: _____ Date: 01/03/2024

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

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 $ 417,940.00 Date:

01 / 03 / 2024 Description PR-037-23 COPELAND-COX TENNIS CENTER LIGHTING IMPROVEMENTS AND POWER IMPROVEMENTS

Name of Bidder/Proposer: H & H ELECTRIC CO., INC. -- 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 SUPPLY	251-432-4486	PROVIDE ELECTRICAL MATERIAL	$31,245.00	7%	NO	
CRAWFORD ELECTRIC SUPPLY	251-433-3911	PROVIDE ELECTRICAL MATERIAL	$99,640.00	23%	NO	
ELLIS CRANEWORKS	850-995-0977	POLE BASE INSTALLATION	$45,096.00	11%	YES	

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.

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. _____

_____

_____

Alabama Secretary of State

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

Browse Results New Search

Company ID Number: 931097

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2024

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:** 1891893485 **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:			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			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			5304371401	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		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			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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and a
See Attached...

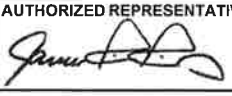
CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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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

blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy & Auto policy have 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. MFRD Training Center Administration Trailer Electrical Service FD-068C-20 Benefits for Workers Compensation Coverage are limited to the provisions of the Alabama Workers Compensation Law.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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55091 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
(2) A watercraft you do not own that is:
(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
a. You do not own;
b. Which is not registered in your name; or
c. Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.

Exclusions
With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY,** the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:
a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
c. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
(a) That are, or are contained in any property that is:
1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
2) Otherwise in the course of transit by you or on your behalf; or
3) Being disposed of, stored, treated or processed into or upon the "auto";
(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

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Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:
- **(a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- **(b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- **(1)** War, including undeclared or civil war;
- **(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- **(1)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- **(2)** That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:
- **(1)** Property owned or being transported by, or rented or loaned to any insured; or
- **(2)** Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. **(1)** "Bodily injury" to:
- **(a)** An "employee" of the insured arising out of and in the course of employment by the insured; or
- **(b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.

(2) This exclusion applies:
- **(a)** Whether the insured may be liable as an employer or in any other capacity; and
- **(b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply to:
- **(a)** Liability assumed by the insured under an "insured contract".
- **(b)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

a. Each of the following is an insured with respect to this coverage.
- **(1)** You.
- **(2)** Your partners if you are designated in the Declarations as a partnership or a joint venture.
- **(3)** Your members if you are designated in the Declarations as a limited liability company.
- **(4)** Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- **(5)** Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

b. None of the following is an insured:
- **(1)** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- **(2)** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(a) Such person; or
(b) Any partner or "executive officer" of yours or a member of his or her household; or
(c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

(3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
(4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
(5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(1) Insureds;
(2) Claims made or "suits" brought; or
(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT
If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION
a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.
b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
a. False arrest, detention or imprisonment;
b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. **BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. **DAMAGE TO PREMISES RENTED TO YOU**

a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or
c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. **Limits of Insurance**
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is deleted and replaced by the following Paragraph.
6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following provision.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

Submitted by:

Nick Amberger, Director of Engineering and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Grant a 10-foot wide permanent easement to Alabama Power to provide underground service to the U.S. Army Corps of Engineers Building being constructed within the FDS Mobile AL LLC ground lease, the parking deck, and the future arena, from Canal Street, as shown in yellow on attached drawing.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	5/1/2024
Permanent Easement	Exhibit	5/1/2024

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	5/1/2024 - 12:06 PM
		5/1/2024 - 1:39

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:12 PM

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a permanent 10-foot wide easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-06-AA24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide underground service to the U.S. Army Corps of Engineers Building being constructed within the FDS Mobile AL, LLC ground lease, the parking deck, and the future arena, from Canal Street, as shown in yellow on attached drawing.

Adopted:

_____

City Clerk

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A655306AA24

Parcel No. 72298920

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

W I T N E S S E T H :

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

BEG SW COR LOT 2 BLK 13 E CHURCH ST AREA FIRST ADD MBK 19/133 TH ELY 419 FT(S) TH NLY 25 FT ELY 95.14 FT (D) 101 FT(S) TH NELY 28.041 FT TH NLY 82.73 FT TO PT NLY 44 FT(S) TH WLY 569 FT(S) TO LAWRENCE ST TH S ON R/W #SEC 40 T4S R1W #MP29 06 40 0 013The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306AA24** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and

maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2024.

W.E. # A655306AA24

Attest:

_____
It's City Clerk

_____

CITY OF MOBILE,
A MUNICIPAL CORPORATION

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: _____
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27th day of MARCH, 2024.

ERICA C MAIZE
Notary Public
Alabama State at Large

Erica Maize
Notary Public-State at Large
My Commission Expires: My Commission Expires August 11, 2025

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a Notary Public, in and for said County in said State, hereby certify _____ whose name as _____ of the City of Mobile, Alabama, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

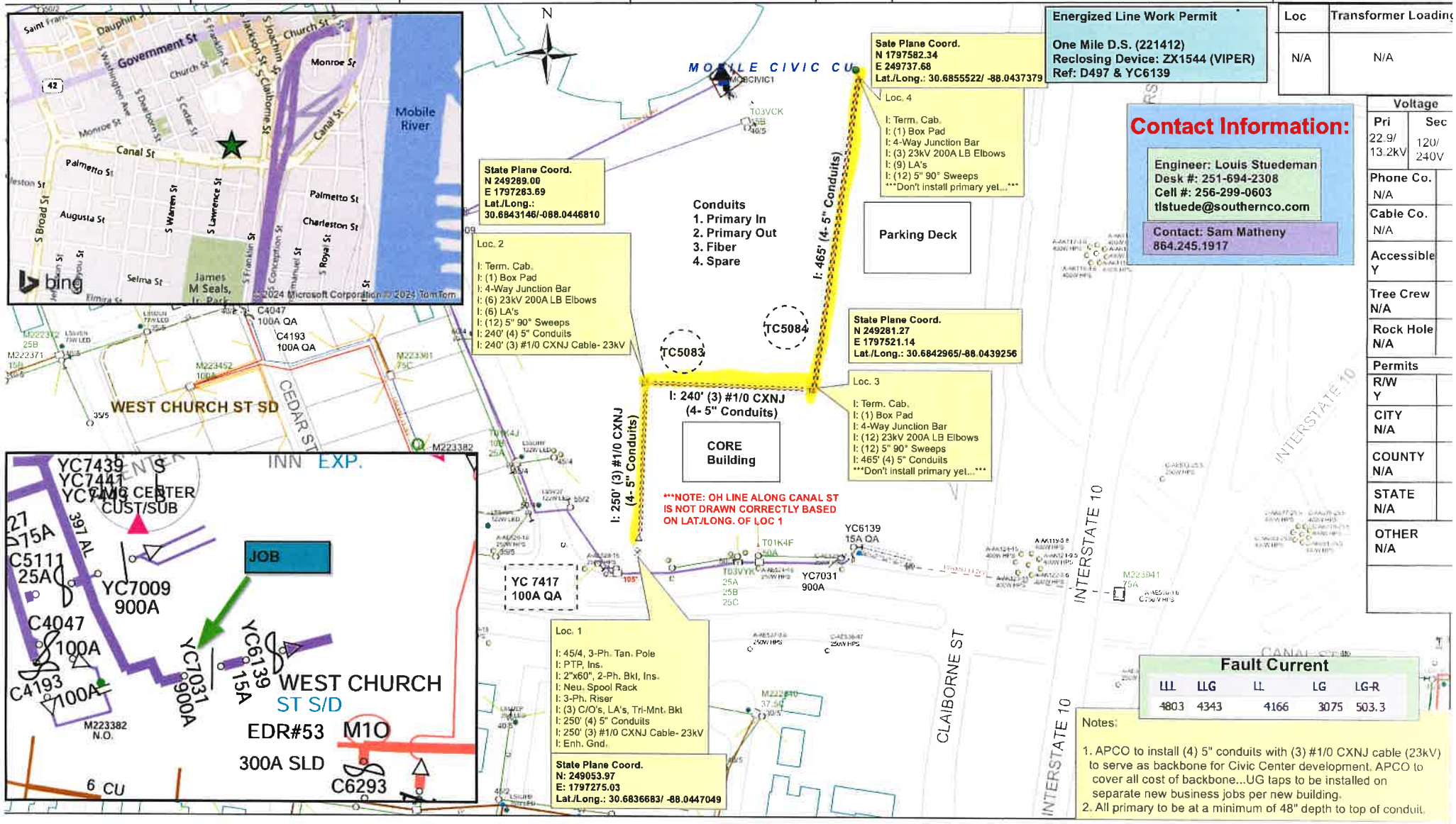
Given under my hand and official seal, this the _____ day of _____, 2024.

_____
Notary Public
My Commission Expires: _____

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1312240 11138665 | Map Center LatLon: 30.684221 -88.044382 | 1 inch = 125 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Project/ Task:
CIVIC CENTER-APCO BACKBONE	CANAL STREET		Mobile	21	03S	01W		???/ A6553-06-AA24
Division	**District**	**Town**	**UserID**	**Created:**	**Substation**			**MISSALL#**
Mobile	PD- Michigan Ave.	MOBILE	tlstuede	4/25/2024	X- 221412	Y- D497		PIKE TO CALL



Sate Plane Coord.
N 1797582.34
E 249737.68
Lat./Long.: 30.6855522/ -88.0437379
Ref: D497 & YC6139

Loc. 4
I: Term. Cab.
I: (1) Box Pad
I: 4-Way Junction Bar
I: (3) 23kV 200A LB Elbows
I: (9) LA's
I: (12) 5" 90° Sweeps
Don't install primary yet...

State Plane Coord.
N 249289.00
E 1797283.69
Lat./Long.:
30.6843146/-088.0446810

Loc. 2
I: Term. Cab.
I: (1) Box Pad
I: 4-Way Junction Bar
I: (6) 23kV 200A LB Elbows
I: (6) LA's
I: (12) 5" 90° Sweeps
I: 240' (4) 5" Conduits
I: 240' (3) #1/0 CXNJ Cable- 23kV

State Plane Coord.
N 249281.27
E 1797521.14
Lat./Long.: 30.6842965/-88.0439256

Loc. 3
I: Term. Cab.
I: (1) Box Pad
I: 4-Way Junction Bar
I: (12) 23kV 200A LB Elbows
I: (12) 5" 90° Sweeps
I: 465' (4) 5" Conduits
Don't install primary yet...

Loc. 1
I: 45/4, 3-Ph. Tan. Pole
I: PTP, Ins.
I: 2"x60", 2-Ph. Bkt, Ins.
I: Neu. Spool Rack
I: 3-Ph. Riser
I: (3) C/O's, LA's, Tri-Mnt. Bkt
I: 250' (4) 5" Conduits
I: 250' (3) #1/0 CXNJ Cable- 23kV
I: Enh. Gnd.

State Plane Coord.
N: 249053.97
E: 1797275.03
Lat./Long.: 30.6836683/ -88.0447049

Energized Line Work Permit

One Mile D.S. (221412)
Reclosing Device: ZX1544 (VIPER)
Ref: D497 & YC6139

Contact Information:

Engineer: Louis Stuedeman
Desk #: 251-694-2308
Cell #: 256-299-0603
tlstuede@southernco.com

Contact: Sam Matheny
864.245.1917

Loc	Transformer Loading
N/A	N/A

Voltage	
Pri	Sec
22.9/ 13.2kV	120/ 240V

Phone Co.	N/A
Cable Co.	N/A
Accessible	Y
Tree Crew	N/A
Rock Hole	N/A
Permits	
R/W	Y
CITY	N/A
COUNTY	N/A
STATE	N/A
OTHER	N/A

Fault Current

LLL	LLG	LL	LG	LG-R
4803	4343	4166	3075	503.3

Notes:

1. APCO to install (4) 5" conduits with (3) #1/0 CXNJ cable (23kV) to serve as backbone for Civic Center development. APCO to cover all cost of backbone...UG taps to be installed on separate new business jobs per new building.
2. All primary to be at a minimum of 48" depth to top of conduit.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/7/2024

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

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 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, **20**24

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