AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 30, 2024, 10:30 AM

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

   Pastor Tony Legear, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **MONTHLY FINANCE REPORTS**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Esther Menyfield for a waiver of the Noise Ordinance at Tricentennial Park on May 30, 2024, from 2:00 p.m. - 7:00 p.m. (District 1).

   Request of Melissa Stowers for a waiver of the Noise Ordinance at Bragg Mitchell Mansion on June 1, 2024, from 7:00 p.m. - 11:00 p.m. (District 1).

   Request of Frankie Little for a waiver of the Noise Ordinance at 211 Dauphin Street on May 5, 2024, from 12:00 p.m. - 6:00 p.m. (District 2).

   Request of Debra Vanzant for a waiver of the Noise Ordinance at 2471 Robin Hood Drive on May 24, 2024, from 3:00 p.m. - 10:00 p.m. (District 3).

   Request of Debra Vanzant for a waiver of the Noise Ordinance at 2471 Robin Hood Drive on May 25, 2024, from 12:00 p.m. - 10:00 p.m. (District 3).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 1609 Jessie Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 910 Montgomery Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1160 Arlington Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 442-B Cottage Hill Road a public nuisance and order it secured (District 5).

Public hearing to declare the structure at 3066 Louis Drive, N. a public nuisance and order it demolished (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Malcolm Banks - Provide information about a coloring book drive for children and youth in Mobile.

Carolina Dallas - Reparations for the Black community and unity on how to change our current situations.

Forlisher French - Invite the Council to join the National Day of Prayer Task Force on Thursday, May 2, 2024 at 12:00 p.m.

Rena Chapa - Speak in support of Chief Prine and the Kenyen Brown report.

Beverly Cooper - Speak in support of the investigation of Chief Prine's allegations and next steps on the Kenyen Brown report.

Betty Shinn - Request to review and change standard regulations to remediate blight in the three historically neglected Black areas of Mobile.

Reggie Hill - Public safety and separation of powers.

12. RESOLUTIONS HELD OVER

60-372 Resolution authorizing Council investigation into public allegations against the Administration made by Mobile Police Chief Paul Prine (sponsored by Councilmembers Small and Carroll) (submitted by Michael Linder, Council Attorney).

03-373 Resolution pursuant to Section 11-44C-38(a) of the Alabama Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-374 Approve purchase order to Donohoo Chevrolet, LLC for 5 Tahoe SUVs for MFRD; $263,885.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-375 Approve purchase order to MetalCraft Marine US, Inc. for rescue boat for MFRD; $364,144.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-376 Approve purchase order to North American Fire Equipment Co., Inc. for 3 lifting bag kits for MFRD; $37,983.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-377 Authorize contract with Jaguar Consulting, LLC for design of emergency generator at Mobile Museum of Art; $24,000.00 (sponsored by Councilmember Gregory) (submitted by Cassie Boatwright, REAM Dept.).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-378 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Tilly's Too; 7939 Cottage Hill Road (sponsored by Councilmember Woods).

40-379 Declare the structure at 1609 Jessie Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-380 Declare the structure at 910 Montgomery Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-381 Declare the structure at 1160 Arlington Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-382 Declare the structure at 442-B Cottage Hill Road a public nuisance and order it secured (sponsored by Councilmember Daves).

40-383 Declare the structure at 3066 Louis Drive, N. a public nuisance and order it demolished (sponsored by Councilmember Daves).

58-384 Declare weeds noxious, Group 1657

58-385 Authorize removal of weeds, Group 1655.

60-386 Approve award of special bonus to the Administrative Services Employee of the Month; Sims (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Admin. Services Dept.).

60-387 Determine an appropriation to Old Shell Road School of Creative & Performing Arts PTO serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-388 Determine an appropriation to Heritage Woods Subdivision Phase II Homeowners Association serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-389 Determine an appropriation to Dearborn Young Men's Christian Association, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Penn and Carroll) (submitted by Donna Bryars, Accounting

Dept.).

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 BEING INTRODUCED

08-391 Approve purchase order to Gametime for shade structures for Hackmeyer Park; $83,488.95 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

15. RESOLUTIONS BEING INTRODUCED

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. CALL FOR PUBLIC HEARINGS

41-400 Call for public hearing to consider modification of a previously approved Planned Unit Development for property located at 1109, 1111, and 1113 West I-65 Service Road, N. (scheduled for June 4, 2024) (District 1).

41-401 Call for public hearing to consider a modification of a previously approved Planned Unit Development for property located at 4464 and 4474 Halls Mill Road (scheduled for June 4, 2024) (District 4).

41-402 Call for public hearing to assent to the vacation of a portion of right-of-way on Meador Drive (scheduled for June 4, 2024) (District 1).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 9:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/25/2024 - 9:58 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/25/2024 - 10:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/25/2024 - 10:31 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/25/2024 - 10:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:35 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:39 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:43 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 1:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 1:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024 - 10:10 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 2:55 PM

From: RJHILL II
To: Gauthier, Lana
Date: Thursday, April 25, 2024 1:59:20 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.

This is a formal request to be added to the next agenda. Public Safety. Separation of Powers!

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/19/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/18/2024 - 4:58 PM

60-372 2024

RESOLUTION AUTHORIZING AN INVESTIGATION INTO PUBLIC ALLEGATIONS MADE BY MOBILE POLICE CHIEF PAUL PRINE AGAINST THE ADMINISTRATION AND TO APPOINT A SPECIAL COUNSEL TO ASSIST IN THE INVESTIGATION

SPONSORED BY: COUNCILMEMBER WILLIAM CARROLL, COUNCIL PRESIDENT C. J. SMALL

FINDINGS:

1. The City of Mobile, Alabama (the "City") is a Class 2 municipal corporation vested by State law and especially the Zoghby Act (ALA. CODE §§ 11-44C-1 – 98) with a portion of the State's sovereign power to protect the public health, safety, and welfare. ALA. CODE §§ 11-45-1; 11-44C-1, *et seq*.

2. Per the Zoghby Act, all powers of the City are vested in the Mobile City Council (the "Council"), subject only to such limitations found therein and elsewhere in the laws of Alabama. ALA. CODE § 11-44C-11.

3. In exercising its power, the Council must do so in the manner prescribed by the Zoghby Act, "or if not prescribed, then in such manner as may be prescribed by law or by ordinance." ALA. CODE § 11-44C-11.

4. Sections 11-44C-21(4) and 11-44C-87 of the Zoghby Act broadly empower the Council to investigate "the conduct of any office, department or agency of the city and make investigations as to municipal affairs[.]"

5. Section 11-44C-38(c) of the Zoghby Act authorizes the Council "to obtain legal counsel outside the city merit system to advise and defend them in their respective capacities as council members and in the pursuit of the operation of government."

6. It is the Council's information that during or just before the work week of April 8-11, 2024, City of Mobile Police Department Chief Paul Prine ("Chief Prine") emptied his office of personal belongings and failed to report to duty. It is the Council's further information that this was in connection with discussions or negotiations between the City and Chief Prine regarding his retirement and/or resignation.

7. On or about April 9, 2024, Chief Prine was placed on Administrative Leave by the Mayor of Mobile, Sandy Stimpson. ("Mayor Stimpson'). The same day, Chief Prine

began to give interviews and/or statements to media outlets making a number of troubling allegations, including:

(i) improper administration of the Mobile Police Department;

(ii) lack of control over the Mobile Police Department intelligence division also referred to the MPD Cyber or the Gulf Coast Technology Center;

(iii) alleged failures or deficiencies in the "ShotSpotter" program and the commissioning of a peer review or other investigation of same by 321z Insights, LLC via Council resolution 21-1249 in November of 2023;

(iv) failure of the City to address or resolve written grievances filed by Chief Prine;

(v) collusion between City officials and/or third parties in an attempt to silence or else remove Chief Prine from his position;

(vi) improper attempts to control or run the Mobile Police Department by members of the City Administration outside the Mobile Police Department; and

(vii) allegations that contracts have been improperly entered into without the consent of the Mobile City Council.

8. The Council is mindful that its investigatory powers should be reserved for only the most serious matters.

9. Given the (i) severity of the complaints made by Chief Prine combined with (ii) the sensitivity and importance of his position, (iii) the fact that pursuant to section 11-4C-38(a) of the Zoghby Act a City Police Chief may only be hired or removed involuntarily by recommendation of the Mayor and the approval of five Council members, and (iv) the public and accusatory fashion in which the complaints were made, the Council believes an investigation of these allegations is warranted so that the Council has a full and unfettered understanding of the facts underlying Chief Prine's complaints.

10. If the cause of and truth or falsity of these complaints are not fully investigated and addressed, the potential exists for malaise and loss of efficiency at the Mobile Police Department as well as the City Administration more broadly, and an erosion of and loss of public confidence in the City of Mobile.

11. It is not the intent of the Council to duplicate, bypass, or supersede any internal investigations by the City or any outside parties. Rather, the Council seeks to

establish to its own satisfaction and on its own authority facts that can be the basis for further discussion, legislation, or any other steps which may be necessary and proper.

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

12. That the President of the Council shall appoint an Investigative Committee, composed of the Council Committee of the Whole, to direct an investigation into the specific allegations that Chief Prine has raised with his public statements the week of April 8-12, 2024 and summarized above in paragraph seven;

13. That the Investigative Committee appoint an attorney duly licensed in Alabama and having the requisite training and expertise to undertake such a matter to serve as Special Counsel to the Investigative Committee;

14. That the Investigative Committee, in conjunction with the Special Counsel, shall establish the parameters of the investigation and a budget for same to include an appropriate rate of hourly compensation for the Special Counsel;

15. That the Investigative Committee shall file a full report with the Council setting forth its findings and recommendations within ninety (90) days of the adoption of this resolution.

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to remove Paul O. Prine from the office of Police Chief, pursuant to Section 11-44C-38(a) of the Code of Alabama

Amount of Contract:

n/a

Effective Date of Contract:

4/30/2024

Funding Source

Project # Resolution pursuant to Section 11-44C-38(a) of Alabama Code

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution pursuant to Section 11-44C-38(a) of Alabama Code	Resolution Letter	4/18/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/18/2024 - 2:47 PM
			4/18/2024 - 2:49

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	4/18/2024 - 3:16 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that upon recommendation of Mayor William S. Stimpson, and with the approval of five Council members, Paul O. Prine is removed from the office of Police Chief, pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D011\P005\00125433.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for five 2024 Chevrolet Tahoe 4WD PPV SUVs for MFRD.
Motor Pool capital

Amount of Contract:

$263,885.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240418 Donohoo Agenda Package POs	Cover Memo	4/18/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/18/2024 - 1:58 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
7418	2024	(1510) FIRE ADMINISTRATION	FIVE 2024 CHEVROLET TAHOE 4WD PPV SUVS FOR MFRD (SEALED BID 5840, NEGOTIATED PRICE W/VENDOR AFTER NO BIDS RECVD)	$263,885.00	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007418-00 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
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	CARTERD@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/24	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK SPORT UTILITY VEHICLE (SUV)	5.00	52075.00000	260375.00
	AS FOLLOWS:	EACH		
	Additional Description Notes			

	STOCK 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial			
	In the color: Summit White			
	Vendor Item			
	Inventory Item/Loc 724			
	1 7000.40.20.0000.0000.2070.0000.0000.47120.			
	E MP01522 .VEHICLEEXP. .			260375.00
	Ship To			
	MOTOR POOL - ATTN: SEAN CLARK			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	MOTOR POOL - ATTN: SEAN CLARK			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	FREIGHT	5.00	702.00000	3510.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 14009			

Bill To	Requisition 00007418-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/24	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			3510.00

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 263885.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	263885.00	108562.56

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	263885.00	13772288.02

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/04/24	CHARLES SUMRALL	

Bill To	Requisition 00007418-00 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 3

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: SEAN CLARK
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	CARTERD@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/16/24	293039				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/17/24	CHARLES SUMRALL			
	Approved	04/05/24	SHONNDA SMITH			
	Approved	04/05/24	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	04/17/24	SHONNDA SMITH			
	Approved	04/17/24	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	04/15/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/15/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/15/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/15/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/15/24	JOHN PAINE			
	Approved	04/15/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	
	Approved	04/18/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/18/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/18/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/18/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/18/24	JOHN PAINE			
	Approved	04/18/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 2023**

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.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

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

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

The City will issue a Purchase Order on Wednesday, September 6, 2023.

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 thisrequirement 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.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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:4/30/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to MetalCraft Marine US, Inc for one 8M Interceptor rapid-response rescue boat for MFRD.
2023 Port Security Grant Program

Amount of Contract:

$364,144.60

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240417 MetalCraft Agenda Package POs	Cover Memo	4/17/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/18/2024 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7131	2024	(1510) FIRE ADMINISTRATION	ONE 8M INTERCEPTOR RAPID-RESPONSE RESCUE BOAT FOR MFRD (GSA CONTRACT, RFP 5870)	$364,144.60	(295604) METALCRAFT MARINE US INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007131-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
METALCRAFT MARINE US INC	FIRE CENTRAL SUPPLY
583 BROADWAY ST EAST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CAPE VINCENT, NY 13618	RICHARDSONV@CITYOFMOBILE.ORG
Tel#800-410-8464	Delivery Reference
Fax 613-542-6515	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	295604				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- Changes to the work specified in this Purchase Order may be made only by specific direction of the City Purchasing Agent via a new Purchase Order or a Change Order to the Purchase Order. Additional work done by the Vendor absent such specific tasking is done at the Vendor's own risk of non-payment.			
001	RAPID RESPONSE RESCUE BOAT: As per City of Mobile RFP 5870, Mobile Fire Rescue Rapid Response Rescue Boat and your responsive proposal dated February 20,2024. Provide 8M Interceptor as per your drawing no. 8MINT-81379-801-001. Pricing and terms per GSA Contract 47QSWA20D000E, as supplemented by your proposal. Payment terms (upon presentation of Invoice and City confirmation of work completion): 10% Initial payment for lead parts 20% On your receipt of Main Cut Parts 30% On your completion of Metal Structure 30% On your receipt of engines to assembly site 10% On final acceptance by City in Mobile, AL Vendor Item	1.00 EACH	364144.60000	364144.60
1	5309.30.15.0000.0000.1530.0000.0000.47120. E G-PDPORT23.INVJUST1 .FIREBOAT .			364144.60

Bill To	Requisition 00007131-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
METALCRAFT MARINE US INC 583 BROADWAY ST EAST CAPE VINCENT, NY 13618 Tel#800-410-8464 Fax 613-542-6515	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
03/28/24	295604				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 364144.60

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

Account	Amount	Remaining Budget
E G-PDPORT23.INVJUST1 .FIREBOAT .	364144.60	.00

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47120.	364144.60	3814881.31

PORT SECURITY GRANT EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	04/15/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	04/15/24	LAPORTSIA NETTLES	
Approved	04/15/24	SHAUNAGYE SIMMS	Auto approved by: 910520251

Bill To	Requisition 00007131-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
METALCRAFT MARINE US INC	FIRE CENTRAL SUPPLY
583 BROADWAY ST EAST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CAPE VINCENT, NY 13618	RICHARDSONV@CITYOFMOBILE.ORG
Tel#800-410-8464	Delivery Reference
Fax 613-542-6515	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	295604				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/15/24	RANDY THREADGILL		Auto approved by: 910520251	
	Queued	04/15/24	DONALD ROSE		Auto approved by: 910520251	
	Queued	04/15/24	SANDRA LEWIS		Auto approved by: 910520251	
	Queued	04/15/24	STEVEN KRONINGER		Auto approved by: 910520251	
	Queued	04/15/24	SAMANTHA COOLEY		Auto approved by: 910520251	
	Queued	04/15/24	JOHN PAINE		Auto approved by: 910520251	
	Queued	04/15/24	MICHAEL SPAFFORD		Auto approved by: 910520251	

Authorized By: _____ Date: _____
Signature

Weighted Scoring by Category
City of Mobile RFP 5870
MFRD Rapid Response Rescue Boat

Vendor & Boat	Quals/Experience	Design	Schedule/Plan	Warranty/Support	Pricing	Total Score
Lake Assault 26' Rescue Boat	8	7	5	10	15 $414,997.93	45
MetalCraft 8M Interceptor	10	27	8	20	30 $364,144.61	95
North River 26' Liberty Center Console T-top	5	17	10	5	5 $476,624.90	42
Silver Ships Freedom 28	10	20	3	15	20 $404,334.64	68
Silver Ships Freedom 30	10	27	3	15	10 $458,954.64	65
Silver Ships AM800	10	10	3	15	25 $385,318.64	63

City of Mobile
Request for Proposals
Addendum 1 to RFP 5870

Rapid Response Rescue Boat
Mobile, Alabama Fire Rescue Department

The City of Mobile is seeking proposals for design, construction, delivery and warranty support of a rapid-response rescue boat. The City is providing this Addendum 1 to clarify some specifications and respond to questions received regarding the original RFP.

The due date for written proposals remains 5:00 pm, February 22, 2024.

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

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

1. The RFP required that this procurement be purchased off GSA or an approved purchasing cooperative. If a proposer is waiting on GSA contract number which could take a couple of months to complete, will the City accept such a proposal without having a GSA contract?

   Answer: The City will not consider proposals that do not have a GSA or approved cooperative contract at the time of proposal submission unless the proposal documents an expectation of such an award in the near future. Such documentation in the proposal should provide their best estimate as to their GSA or cooperative award timing. That said, an active GSA or approved cooperative contract will be required at the time of purchase, and that timing will be factored into the City's evaluation and scoring. The City may reject, or provide a lower score to, in its sole discretion, a proposal without reasonable, reliable assurance of timely compliance with this specification.

2. Given the relative openness of the specification, some vendors may have a number of vessel variants that will meet the specification as written. This

includes more than one model, as well as multiple lengths. Are bidders allowed to submit more than one separate proposal? It would be our intent to offer each proposal as a standalone submission and not submit only a single submission with multiple options priced in order to avoid any confusion.

Answer: Proposers can submit a single proposal with options or multiple proposals.

3. Paragraph 2.1.5 requires Fire Pump Capacity: 250 gallons per minute at 100 psi. Is 250 gallons per minute at 85-90 psi acceptable?

   Answer: The City prefers proposed vessels to meet or exceed the specification as written. Proposals with a lower psi specification will be considered if adequately documented as to its performance equivalence in the proposal.

4. Paragraph 2.2.3 requires One detachable manual master stream turret at bow, one gated 2-1/2" discharge for firefighting and dewatering: Can you clarify the location of the gated 2-1/2" discharge?

   Answer: The 2 1/2" gated discharge shall be located at or forward of the front of the center console.

5. Paragraph 2.3.8 requires Inside storage for one non-collapsible de-watering hose (vendor supplied). Is the vendor responsible for supplying the storage and dewatering hose or just storage for dewatering hose?

   Answer: Vendor will supply both the inside storage and the dewatering hose.

6. Paragraph 2.3.10 requires Zip Wake automated trim tabs, or equivalent: Are electric linear actuated tabs with auto leveling control acceptable if vessel design does not allow for sufficient sized Zipwake tabs?

   Answer: The City may accept alternative equivalent trim tab designs, which may include electric linear actuated tabs with auto-leveling control, if the proposal demonstrates the performance equivalence required.

7. Paragraph 2.3.17 requires Sandblasted zero maintenance non-skid on main deck. Is roll on non-skid or diamond plate flooring an acceptable alternative to sand blasted non-skid decks?

   Answer: The City may accept alternative equivalent non-skid decks, if the proposal demonstrates the performance equivalence required.

CITY OF MOBILE
REQUEST FOR PROPOSALS (RFP)
RFP 5870

RAPID RESPONSE RESCUE BOAT
CITY OF MOBILE, ALABAMA, FIRE RESCUE DEPARTMENT
RESOLICITATION OF PROPOSALS

The City of Mobile is seeking proposals for design, construction, delivery and warranty support of rapid-response rescue boat. This RFP cancels and replaces RFP 5850.

Written Proposals Due: **5:00 pm, February 22, 2024**

US Mail Address
RFP 5870
City of Mobile
Procurement Department
PO Box 1948
Mobile, AL 36633

Package & Hand Delivery:
RFP 5870
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower, Room 408S
Mobile, AL 36644

Questions due to Purchasing@CityofMobile.org: 5:00 pm, February 14, 2024.

Proposals must be submitted in a sealed envelope with at least one signed original and one electronic copy (CD or thumb-drive). The outside of the envelope must be marked "City of Mobile RFP 5870."

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

To ensure you are sent the latest information regarding this request, you may, but are not required to, register as an interested respondent by submitting your e-mail contact information to Purchasing@CityofMobile.org. The City will distribute any amendments or addenda by email, as well as posting on the City bid page.

1. GENERAL INFORMATION

1.1. The City of Mobile ("City") is soliciting proposals for the design, construction, delivery, and support of a rapid-response rescue boat for the Mobile Fire-Rescue Department (MFRD). Proposers must hold a current General Services Administration (GSA) or other Alabama-Examiner-of-Public-Accounts-approved cooperative ("cooperative") purchasing contract for such a boat,and are to quote pricing and contract terms consistent with, or more favorable to the City than, those of the GSA or cooperative contract.

1.2. The MFRD is responsible for fire suppression and rescue activities within the Port of Mobile, Northwest Mobile Bay, and its tributaries. The MFRD currently operates two vessels: a 43' fireboat, and a 28' rigid hull inflatable rescue boat.

1.3. The MFRD seeks to replace its 28' rescue boat with an equivalent size, rapid-response, foam or hybrid-foam collar rescue boat, and is seeking proposals to design, fabricate, and deliver the replacement boat.

1.4. Internal analysis of the MFRD's needs and experience in marine fire suppression have allowed the MFRD to develop general characteristics of the size and capabilities of the rapid response rescue boat.

1.5. This contract is being funded in whole or part with a Federal Port Security Grant. The contract terms required by 2 CFR 200 are incorporated into the terms of this RFP and will be included in any purchase documents. Those specific terms can be found in **Exhibit A** to this RFP.

1.6. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, respondents (or anyone on their behalf) are prohibited from communicating with the City staff and City 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 respondent's disqualification from award consideration. Questions at any time regarding this requirement may be addressed in writing to Purchasing@CityofMobile.org ."

1.7. This City previously issued RFP 5850 with similar requirements, but elected not to award from the RFP. The City is resoliciting with updated specifications and scoring weights.

2. SPECIFICATIONS. Proposers are to submit a boat designed to conduct rapid-rescue and fire response on Mobile Bay and its adjoining rivers. The City desires a proven boat design with the following minimum specifications.

2.1. Size and capacity:
2.1.1. Size: 26' or greater length overall.
2.1.2. Speed: 45 knots or greater (fully loaded with fuel and standard equipment).
2.1.3. Propulsion: Twin outboard motors, 250hp or greater each, Suzuki or Yamaha four-stroke with fly-by-wire throttle and shift controls.

2.1.4. Fire Pump: One marine grade pump powered by gasoline engine with fuel supply from vessel fuel tank.
2.1.5. Fire Pump Capacity: 250 gallons per minute at 100 psi.
2.1.6. Fuel Capacity: 200 gallons minimum.

2.2. General Functional Requirements:
2.2.1. Chemical, biological, radiological, nuclear, explosive (CBRNE) detection capability.
2.2.2. CBRNE detection to Include portable detector (customer supplied) and Lorus Mini Rad or equivalent (vendor supplied).
2.2.3. One detachable manual master stream turret at bow, one gated 2 ½" discharge for both firefighting and dewatering.
2.2.4. Convenient means of access/egress to the water for repeated entry to facilitate water rescue. This will consist of diver cut outs/doors on port and starboard large enough for a Stokes litter to pass freely through.

2.3. General Hull and Structural Characteristics:
2.3.1. Center console with T-top
2.3.2. Aluminum hull, console, and T-top
2.3.3. Windshield with removable side curtains
2.3.4. Two forward facing shock mitigating seats at helm with bench or folding seats to accommodate a total of four crew.
2.3.5. Self-bailing capability with provision to prevent water ingress from scuppers.
2.3.6. Compartmentalization or flotation sufficient to keep the vessel afloat in the event of largest compartment flooding.
2.3.7. Inside storage for two 50' lengths of rolled 1 ¾" hose and one 15' length of rolled 2 ½" hose to discharge water when de-watering (customer suppled).
2.3.8. Inside storage for one non-collapsible de-watering hose (vendor supplied).
2.3.9. Storage for one folding stainless steel stokes litter (vendor supplied).
2.3.10. Zip Wake automated trim tabs, or equivalent.
2.3.11. Side mounted, removable dive ladder to mount to port or starboard sides at diver cutout/door.
2.3.12. 30" ring buoy with bracket and light (vendor supplied).
2.3.13. Wrap around solid or hybrid foam wing collar, Gilman fender, or equivalent.
2.3.14. Tow post.
2.3.15. Outboard protection from tow line.
2.3.16. Epoxy anti-fouling bottom paint.
2.3.17. Sandblasted zero maintenance non-skid on main deck.
2.3.18. Orbital sanding of non-painted aluminum hull and superstructure.
2.3.19. Sacrificial hull anodes with galvanic isolator and anti-corrosion meter.
2.3.20. Colors, markings, and lettering consistent with MFRD emergency vessels and apparatus.

2.4. General Auxiliary Systems:

2.4.1. Saltwater wash down capability.
2.4.2. Automatic bilge pump(s) with an audible bilge alarm.
2.4.3. Interior storage for ground tackle (vendor supplied).
2.4.4. Appropriate size commercial aluminum trailer (vendor supplied).

2.5. General Electrical System Requirements:
2.5.1. Engine power sufficient to run the vessel electronics and accessories.
2.5.2. Shore power for battery maintainers with cord (vendor supplied).
2.5.3. LED Emergency warning lights, interior/exterior illumination (red LED deck lights), and mounted spotlight.
2.5.4. Green LED underwater lights at side dive doors and at stern.

2.6. General Command and Control System Requirements:
2.6.1. Raymarine AXIOM Pro package with one 12” display and one 9” display, dome radar, GPS antenna, heading sensor, side scan, 3D imaging, and Chirp sounding/dual sensor. Any proposed Raymarine products must meet or exceed what is listed in this package.
2.6.2. Raymarine AIS5000 with Blueforce tracking and encrypted text messaging.
2.6.3. FLIR M332 with JCU-2 controller.
2.6.4. Two marine VHF radios with antennas.
2.6.5. Single Harris XL-200m Multiband radio with antenna (customer supplied) (vendor installed).

2.7. Additional Details:
2.7.1. Proposed vessel pricing must include delivery to Mobile, Alabama.
2.7.2. Proposer must hold a current GSA or Alabama Examiner of Public Accounts approved cooperative purchasing agreement for the offered solution and must quote such pricing in its proposal. A listing of approved cooperatives may be found here: https://alison.legislature.state.al.us/epa-purchasing-coops.
2.7.3. Proposed vessel shall be of a proven design. The proposer must have built a minimum of five rapid response rescue boats of the approximate required design, size, and performance within the last five years. These five vessels must be of a similar configuration and capability as the vessel proposed.
2.7.4. All boat components will have reasonably available replacement parts.
2.7.5. The vessel shall comply with all relevant government regulations and industry standards governing the design, operation, and navigation of vessels.
2.7.6. Proposer must provide City access to manufacturers sea-trials (City will fund City employee travel), with pre-delivery acceptance testing in Mobile, Alabama.
2.7.7. Proposer must provide three days of post-delivery personnel training to cover all three MFRD shifts of assigned boat crews.
2.7.8. Proposer must provide all manuals, operator instructions, and maintenance requirements.

3. RFP SUBMISSIONS

Responses must be submitted to arrive by the due date indicated at the beginning of this RFP, and shall include the following information, presented in this order.

3.1. Cover Letter. On firm letterhead, provide:
- 3.1.1. Company name, principal contact, providing the name, title, street address, email address, and phone number as well as all persons authorized to represent the respondent.
- 3.1.2. Brief company description
- 3.1.3. Reservations or comments regarding this RFP.
- 3.1.4. Any proposed license agreements, disclosures, or contract terms.

3.2. Qualifications and Experience. Provide the information regarding your team, your construction facility and processes, and other similar rapid response vessels that you have built and delivered.
- 3.2.1. Leadership and Operating Team: relevant qualification and experience summaries, especially in the design, production, delivery, and support of similar response vessels to that sought in this RFP.
- 3.2.2. Experience. List of at least five similar representative vessels you've built, including description and photo, when it was delivered, and your customer's name and point of contact.
- 3.2.3. Relevant Strengths. Provide any special efficiencies, processes, or materials, or performance advantages associated with your design, production, delivery, or support.
- 3.2.4. Subcontractors and Major Suppliers. Provide information on your major suppliers or subcontractors, with special recognition of disadvantaged business enterprises you use or intend to use for this project. Complete the City of Mobile Major Supplier and Subcontractor worksheet in **Exhibit B** and include it with this section.

3.3. Your Proposed Vessel. Tell us about the vessel you are proposing:
- 3.3.1. Provide preliminary design drawings, diagrams, material data sheets and test reports, as applicable. Indicate whether any significant design changes need to be made to your representative prior builds from paragraph 3.2.2.
- 3.3.2. Describe any unique and important qualities or features incorporated into the product which set it apart from the other available products, the reasons for submitting the product model selected for consideration, and a description of why this product will meet the needs of the MFRD.
- 3.3.3. Describe any patents, copyrights, or licensing agreements applicable to the product.
- 3.3.4. Provide alternate build options and relative merits.

3.4. Schedule, Construction and Delivery Plan. Provide an estimated timeline for the design, fabrication, and delivery for the proposed boat submitted for consideration by the MFRD in response to this RFP. Indicate how you intend to provide

construction updates, your delivery process, including sea trials, and training process. The City does not have a minimum required delivery date, but will expect a realistic, aggressive, efficient, transparent and responsive build and delivery process.

3.5. Warranty & Support. Describe your warranty for the vessel and its components, and how you will provide technical assistance, maintenance, and support. Include:
3.5.1. Maintenance service intervals for key components.
3.5.2. Recommendation on how the City should complete extended maintenance or how proposer could provide extended maintenance services.
3.5.3. Digital maintenance plans, records, and schedules available for use in asset management software, and potential compatibility with the City's NEXGEN Asset Management software.

3.6. Price and Contract Terms. Provide a comprehensive price list for the proposed vessel, compliant with GSA or cooperative pricing clearly referencing the GSA or cooperative contract(s) you are using. Include pricing for optional items and service plan, warranty, or extended warranty or maintenance options. Include any prepayment, partial payment, or discount options, and itemize any inclusive or separately billed travel for City or contractor representatives.

4. METHOD OF SELECTION

4.1. Proposals should be prepared simply, providing a straightforward, concise description of your ability to satisfy the requirements of the RFP, and organized as described in Section 3.

4.2. The City reserves the right to request at any time that the Proposer modify a proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures or in any submission.

4.3. All submissions shall become the property of the City, and the City retains the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right. The City cannot guarantee the confidentiality of any information or materials submitted in response to this RFP, though it will endeavor to protect from disclosure confidential financial information marked as such by proposers, and determined by the City to be sensitive and confidential. Proposals and communications exchanged in response to this RFP should be assumed to be potentially subject to public disclosure.

4.4. The City assures that no person shall, on account of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mobile

further assures that every effort will be made to ensure non-discrimination in all of its programs and activities.

4.5. The City will conduct an evaluation of all submitted proposals by a designated selection team. The City may conduct some, all, or no interviews and adjust scoring at its discretion as part of the evaluation process.

4.6. The City intends to select the proposal that presents the best value and most capable product meeting the City's price constraints and specifications. As part of the evaluation process, the City, at its sole discretion, may select multiple higher-scoring proposals for further development, clarification, and competitive reconsideration.

4.7. Proposals will be evaluated on a 100-point scale according to the following categories and weighting:

4.7.1. Qualifications and Experience: Previous technical experience and competence for both the company and key personnel assigned to this project with respect to vessel construction generally and specific to the fireboat sought by this RFP. Feedback from referenced previous customers may be used to score this category. Capacity to produce a quality vessel and provide support. Thorough completion of Subcontractor and Major Supplier plan.
Scoring Method: 0-100 Points
Weight (Points): 10% of Total

4.7.2. Vessel's Design: Compliance with the required specifications and any enhanced performance features offered. Quality of workmanship, materials, and equipment.
Scoring Method: 0-100 Points
Weight (Points): 30% of Total

4.7.3. Schedule, Construction, Delivery Plan: The Proposer's plan to complete the design and execute the project to completion on or before the date specified by the proposer. Timeliness and likelihood to complete the proposed delivery.
Scoring Method: 0-100 Points
Weight (Points): 10% of Total

4.7.4. Warranty and Support: Warranty terms for the vessel and components used to outfit the vessel to include procedures and guaranteed response times. Extended maintenance schedule and requirements, and proposed plan for City to complete, to include any proposal for proposer to provide extended maintenance services.
Scoring Method: 0-100 Points
Weight (Points): 20% of Total

4.7.5. Pricing: Pricing will be evaluated for overall value for proposed vessel and services.
Scoring Method: 0-100 Points
Weight (Points): 30% of Total.

4.8. The City reserves the right to reject any or all proposals, or to indefinitely extend this proposal opportunity.

4.9. Questions regarding this RFP must be sent by **5:00 pm, February 14, 2024,** by E-mail to Purchasing@CityofMobile.org,. The City intends to post an addendum summarizing questions and answers by **5:00 pm, February 16, 2024,** at www.CityofMobile.org/bids. Vendors may request email notification of addenda by sending an email to Purchasing@CityofMobile.org. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

EXHIBITS: A. Federal & City Additional Terms
B. Major Supplier and Subcontractor Plan

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A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

C. NON-DEBARMENT CERTIFICATION. 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.

D. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract 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 contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the 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 contractor, 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 contractor 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 contractor in default of its obligation under the bid award:

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(i) the contractor 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 contractor;

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

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

(iv) the contractor 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 contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor 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 contractor 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 contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. 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 contractor, and/or,

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

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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 contractor. Following termination upon notice, the contractor 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 contractor 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 contractor'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 contractor 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 contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor 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

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

E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the contractor 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

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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

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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.

F. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

G. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor 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. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

H. 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. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the

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solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (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

I. 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,

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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.

J. 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.

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(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.

K. IMMIGRATION COMPLIANCE. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

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

M. INDEMNIFICATION.

(a) The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

(b) The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright

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infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

N. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

(a) Worker's Compensation – Employers Liability Insurance. Statutory – amount of coverage as required by law of the place in which the work is performed.

(b) Comprehensive – General Liability Insurance

(i) Public Liability including premises, products, and complete operations.
Bodily injury liability
$500,000 – each person
$1,000,000 – each occurrence

(ii) Property damage liability
$500,000 – each occurrence

Or, in lieu of 1 and 2 above,
(iii) Bodily injury and Property Damage combined
$1,000,000 – single limit

(c) Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles
(i) Bodily injury liability
$250,000 – each person
$1,000,000 – each occurrence

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(ii) Property damage liability
$500,000 – each occurrence

Or, in lieu of a and b above,
(iii) Bodily injury and property damage combined
$1,000,000.

O. Licenses. The Contractor will be required to obtain and posses all necessary licenses and permits, to include a Certificate of Authority to do business in the State of Alabama and a City of Mobile business license.

EXHIBIT B Major Supplier & Subcontractor Plan

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.

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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.

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FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____

EXHIBIT B Major Supplier & Subcontractor Plan

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

EXHIBIT B Major Supplier & Subcontractor Plan

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

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

EXHIBIT B Major Supplier & Subcontractor Plan

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

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

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

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

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

_____

_____

MetalCraft Marine

INCORPORATED

February 20, 2024
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower, Room 408S
Mobile AL 36644

Attention: Don Rose Chief Procurement Officer & Boat Committee
Reference: REQUEST FOR PROPOSALS RFP 5870 RAPID RESPONSE RESCUE BOAT
Executive Summary and Offer

Dear Boat Committee,

We have greatly enjoyed working with the City Of Mobile Personnel, both the Fire Rescue Department & Police Departments have been very professional and great assets in the construction of your first two boats from MetalCraft Marine. Chief Lami and the Boat Committee spent a lot of time and work to get the current Fireboat right for the City of Mobile. The specification is well detailed but open enough for companies to provide unique design features that will benefit the Mobile Fire – Rescue Department (MFRD) and citizens of Mobile with more effective Public Safety.

We greatly appreciate this opportunity to provide a proposal for the City Of Mobile's Rapid Response Rescue Boat. We hope you find our proposal favorable. The boat we are proposing is a fully proven design, the Interceptor 8M (27') high performance RIB is maybe the best performing 27'er in N/America. Certainly the Navy think so, after a test and evaluation period of five Interceptor 8M models that spanned the Covid Pandemic, they ordered 67 units in the 8M and 12M sizes for the Force Protection Program. They recently told us they plan to add 20 units of the 10M size. The previous Navy 8M IN models were delivered in 2015 and 2016 and tested at bases around the world.

The USCG first purchased the Interceptor model back in 2012 with an order of 12 X 36'ers, they recently re-ordered 17 more. We currently have 4 X 8M on order for the RCMP, a third unit for Akwesasne Police, 4 units for US Virgin Islands Police, 1 for CCG Auxiliary, and 1 for OPP.

Two of the largest Naval Shipbuilders in North America also agree that the Interceptor is a stellar design. Bath Iron Works of Maine ordered two of the Navy's cabin version that were delivered this past Spring we have only received good reports from their Security Department. This week we are signing a new Contract with Huntington Ingalls for the Ingalls Shipyard in Pascagoula MS.

We know that your team will appreciate the great performance of this design and MetalCraft will support it with a 2 year bumper to bumper plus 10 year hull warranty. Mobile Police operate a 10M (34') version of the same design and have had great results.

MetalCraft has an extensive program for continued training and ABYC certification for technicians. ABYC has regular training programs at our facility (Now Virtual). These high standards combined with our Quality Management plan has translated into much lower costs for warranty and service than our competitors. Our total cost of warranty in 2023 as a percentage of revenue was 0.19%, 2022 was 0.10%. The industry average is 2-3%. The reality is no one wants to have a service issue at all, so instead of spending $2-3,000 fixing something far from home, we spend a little extra time installing better equipment and doing it right the first time round.

MetalCraft are offering the City of Mobile a **2 year bumper to bumper parts & labor warranty** and we are here to service that warranty, we will set up a local service representative. We have had good results with Furlan Marine who will work with our service techs to correct most things. If he cant fix or find the problem, we're on a plane. As we have included bi yearly visits for the large Fireboat our Master Tech will also check over the Rapid Response Boat. All warranty terms are subject to the individual equipment supplier's terms and conditions.

These are the key item Warranty terms;

Hull weld warranty,	10 years
Engines warranty,	3 years
Electronics warranty,	3 years
Wing Collar,	3 years + 2 years limited
All other items,	2 years
Expected boat life to major refit,	25 years

Due to our commitment to building high quality boats with amazingly few service calls we have many repeat customers. The Port of San Diego recently ordered their 6th Fireboat from MCM, the same 43/44 FireStorm Interceptor that Mobile recently received, as did the Port of Corpus Christi who just ordered their 4th boat from MetalCraft. We just delivered your same boat to the City of Perth Amboy, their second MetalCraft and we are building your same model for USVI Fire and Port of Oakland CA. And we hope that Mobile Fire Rescue order their new boat from MetalCraft as well.

Price as specified in MetalCraft Itemized pricing; **$ 364,144.61**
FOB Mobile

Terms of our offer are the same as the previous Contract with City of Mobile;

10% upon Contract Signing,
20% receipt of main cut parts,
30% Metal structure complete,
30% Engines on site,
10% upon Final Acceptance in Mobile

MetalCraft Marine is the right choice for your next boat. We want and have earned your business. Together we can deliver a superlative boat that has been tweaked to best meet your needs. In addition to our good service, we are very nice to work with.

We look forward to working with you on this exciting project. Our Mission Statement is simple, 'To design, build and deliver the highest quality boats of superior value on time and at the lowest possible price'. Please contact me if you have any questions.

Thank you for the confidence you have shown MetalCraft Marine.

Respectfully,

Bob Clark
Contracts Manager
1-800-410-8464
613-561-5803 cell

MetalCraft Marine – Company Profile

MetalCraft Marine Incorporated is a fully integrated designer and manufacturer of aluminum high performance fire, rescue, patrol, research, and work boats. The company was established in 1987 and is the leader in custom design and manufacturing of advanced commercial and government vessels that perform dedicated missions. We have built over 1,000 hulls to date and our customers include the US Coast Guard, US Navy, Panama Canal Authority and various Cities and Municipalities around the World.

MetalCraft owes much of its success to new product development. In so many cases, we can thank our customers who have brought new insights from their own experience and worked with us to develop new capabilities for the marine industry. Our contracts represent a partnership with our customers to build solutions that overcome the obstacles that they face in performing their jobs day after day. We continue to develop industry leading products by combining proven hull designs with advanced marine technologies to offer the best value to commercial and government markets. As a vibrant company, we anticipate consistent growth as we listen to our customers and work hard to solve their marine needs.

For going on 35 years, MetalCraft Marine has had steady growth. With 95 employees and 4 build sites – 13,000 square feet for aluminum fabrication and 10,000 square feet for outfit, both in Kingston, Ontario and 20,000 square feet in Watertown and Capevincent, New York for both fabrication and outfit, just South of Kingston.

Our expert design, project management and manufacturing skills are complimented by our proven track record in delivering quality service and maintenance for all our customers. With years of research and development improving our hulls and backed with our industry leading 10 year hull warranty, at MetalCraft Marine we believe there is no better choice within the market for your workboat requirements.

Leadership & Operating Team

Our Company President is Bill Connor.

Bill has been owner and President of Stanley Custom Boats since 1987, became a shareholder in MetalCraft in the early 2000's. Became a Shareholder in the Toronto Boat Show in 2008 during a rescue plan to save the boat show from bankruptcy. Became a Board Member of the NMMA in 2009. Bill bought out the majority shares of MetalCraft Marine from the former President Tom Wroe in March of 2017. Under his leadership the Company is almost debt free and has increased sales revenue by 30% since 2017.

Michael Allen, GM, Michael joined the Company in 2009 as General Manager, having been a GM at an auto parts company that did not survive the great recession. Michaels knowledge of auto production and required infrastructure has been a great asset to MetalCraft. He over saw the implementation of our very solid QA/QC Management Plan and has impressed into our design and production culture that good quality and good service are paramount.

Bob Clark, Contracts Manager, Bob joined the Company in 1991 as boat cleaner, cook (bought the pizza), bottle washer, bookkeeper, sales staff. But most importantly knew how to read rules, laws and contracts. When MCM started with the US Navy in 1998, MCM knew the rules of the DFARs and CFARs and also knew that for the Navy to sign a Contract with a Canadian Company that was going to build the Inshore Boat Unit patrol boats, that a 3 Star Admiral had to sign the Contract to do the work outside of the US. Bob has helped to grow the Company from 4 employees in 1991 to 100 in 2024. He has direct input with the Design, Service, Production, QA, Sales and Management roles of the Company. Like Mike Allen Bob is totally committed to Quality, Service & continuous Innovation.

Sean Thompson, Design Manager, Sean joined MetalCraft 12 years ago and was our second fully degreed Naval Architect, having graduated from South Hampton Solent University in the UK. Sean has improved virtually all of the MetalCraft designs by vastly improved systems design. Sean was co-designer of the incredible Interceptor design, the USCG Long Range Interceptor II and LRI III. Under Sean's leadership MetalCraft has expanded the design department to 9 people including 3 other Naval Architects and several engineers. Sean is a major part of the MCM Management team.

Dwayne Brownlee, Project Manager, Dwayne joined MetalCraft 18 years ago and started on the floor as a mechanic and rigger. He has done almost every function on the production floor over many years and grew from a Team Leader to eventually Shop Foreman and moved to Project Manager in 2022. He specifically oversees Interceptor model projects.

MetalCraft Marine

22620 Fisher Road, Watertown, New York



583 Broadway Street East, Cape Vincent, New York



789 Sir John A. MacDonald Blvd., Kingston, Ontario



347 Wellington St., Kingston, Ontario



Reference List of Five Similar Vessels & POCs

Matt Warnicke Business Financial Manager / Assistant Program Manager, US Navy Project Executive Office Ships, PMS 300G, Boats and Craft, 30 X units Towboats, 108 X Units Oil Spill Response (2 models), 67 X Units, Force Protection Patrol Craft (8M & 12M), 154 Units OSR 2. 202-781-5004 Matthew.warncke@navy.mil

Eric Kruger, Senior Program Mgr Supply Chain, General Dynamics Bath Iron Works, 2 X Interceptor 26', 207-442-3249, Kruger, Eric R eric.kruger@gdbiw.com

Mobile Sheriff's Office, Lt John Angle, 2019 Interceptor 33, 251-208-1274, john.angle@cityofmobile.org

David E. Thompson. Badge Seargent S.A.V.E.Team / Marine Operations, Akwesasne Mohawk Police Service, Akwesasne, (613) 575-2340 Cell: (613) 861-1598, david.e.thompson@akwesasne.ca

Howard Forbes, Director DPNR Enforcement, US Virgin Islands,340-513-4747, Howard.forbes@dpnr.vi.gov

Relevant Strengths

MetalCraft's greatest strength is in our very capable employees. We are all team members and all pulling in the same direction, upward. WE pay good wages and expect good results. Our wages rose over the Covid Pandemic and extreme inflation by approximately 30% as we cannot in good conscience expect our employees to go home with less money in their pockets than they made a year earlier due to circumstances beyond their and our control. Inflation was caused by many factors, many that did not originate here. All of our electrical work is done by ABYC certified electricians, all our welding by certified CWB or AWS welders, all of our design by degreed Naval Architects & Engineers.

MetalCraft has put in place a robust production Total Quality Management plan that mimics ISO 9000 but is much more practical and provides immediate results for our customers. We embarked on this plan back in 2014-2015. This system has paid great benefits to our Company and our customers.

Solid financial footing, MetalCraft has grown slowly almost every year since 1991 and never took on large amounts of debt. This is often called organic growth. We believe the adage slow and steady wins the race. We are planning new expansions in both our Watertown NY shop and our Kingston ON shops in 2024-2025. Waiting has provided new affordable opportunities.

Relationships, MetalCraft maintain very good relationships with our customers and our suppliers, we are all partners in building these extreme machines. Most of our good design ideas come from you our customer.

Bob Clark

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CITY OF MOBILE

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Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees _____

APPLICABLE

NO

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____

GENERAL NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS, UNLESS OTHERWISE STATED.
2. SOME OPTIONAL ITEMS MAY BE SHOWN/OMITTED. PLEASE SEE PROPOSAL FOR CLARIFICATION.



VESSEL PARTICULARS	
LENGTH OVERALL	31'-1 1/4" [9.734m]
LENGTH MOULDED	26'-4 1/32" [8.027m]
BEAM OVERALL	8'-6" [2.59m]
DEADRISE AFT	22 DEG.
FUEL CAPACITY	175 U.S. GALLONS
ENGINES	2x 300HP SUZUKI ENGINES

SH	REV	TITLE
3	B0	3D RENDERINGS
2	B0	PROFILE AND PLAN VIEWS
1	B0	TITLE SHEET

SHEET REVISION STATUS AND TITLE INDEX

8M INTERCEPTOR	87-1379
PLAN SET	HULL

HULL APPLICATION TABLE

REVISIONS

REV	SH	ITEM	DESCRIPTION	DATE	APPVL SIG & ORG
–	–	–	–	–	–
–	–	–	–	–	–

No.	TITLE	DRAWING NO.

REFERENCE DOCUMENTS

SPECIAL NOTATIONS

TECHNICAL DESIGNATION

THIS DRAWING CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF METALCRAFT MARINE INC. AND IS LOANED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT WILL NOT BE REPRODUCED NOR USED IN ANY MANNER WHATSOEVER DETRIMENTAL TO THE BEST INTEREST OF METALCRAFT MARINE INC. AND SHALL BE RETURNED ON DEMAND. DRAWING MAY CONTAIN OPTIONAL ITEMS NOT FORMING PART OF CONTRACT/PROPOSAL.
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METALCRAFT MARINE INC.
347 WELLINGTON ST.
KINGSTON, ON
K7K 6N7
PHONE: (613) 542-1810

SOLICITATION NO.
M6500-232194/A

DESIGNED: MCM/s/ 2023-04-13
DRAWN: MM/s/ 2024-02-20
CHECKED: ST/s/ 2024-02-20
APPROVED: BC/S 2024-02-20
APPROVAL
APPVL SIG /s/
SIGNATORY TITLE

MCM

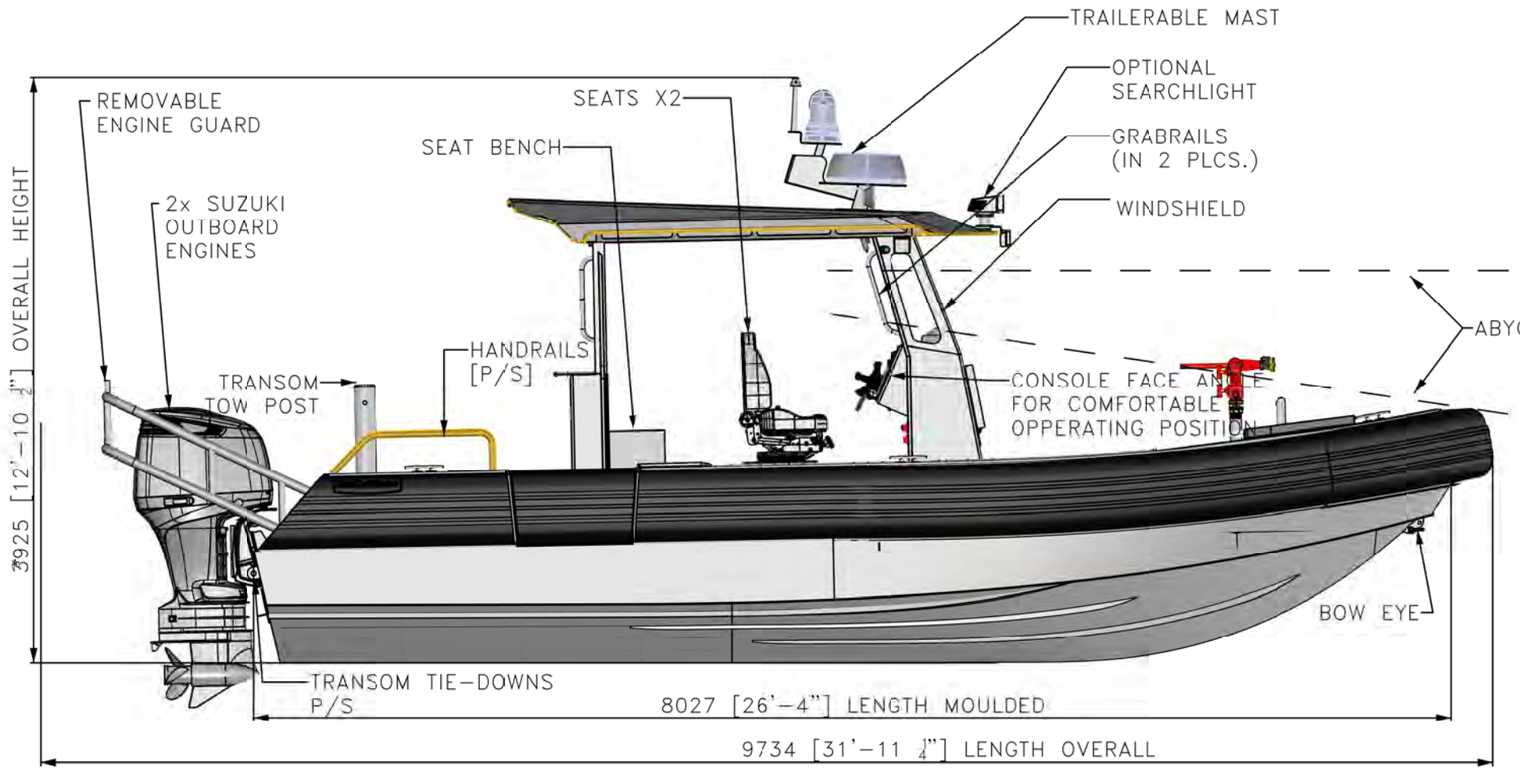
8M INTERCEPTOR

ENGINEERING AND INTEGRATION SHIPBUILDER DRAWINGS

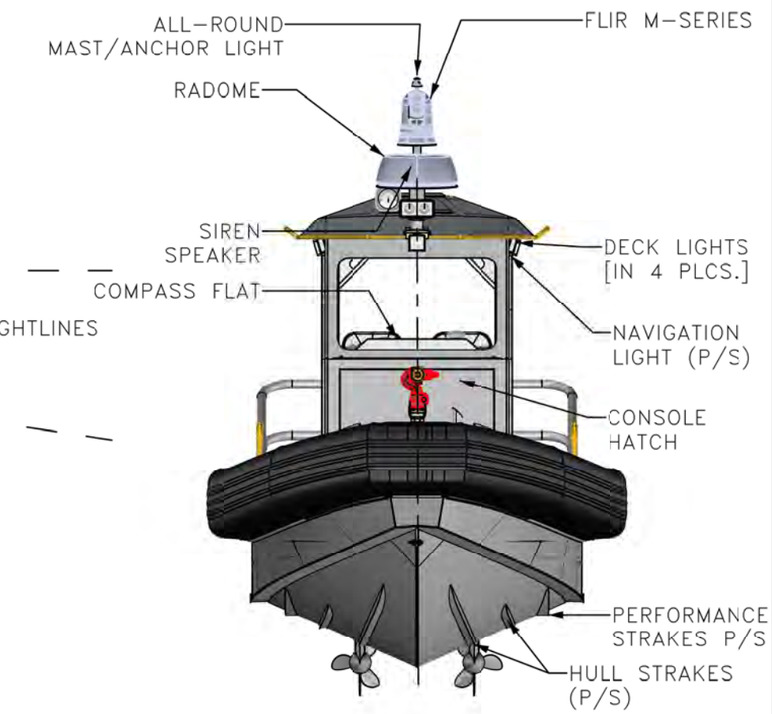
GENERAL ARRANGEMENT
TITLE SHEET

SIZE	FSCM CAGE NO.	DRAWING NO.	REV
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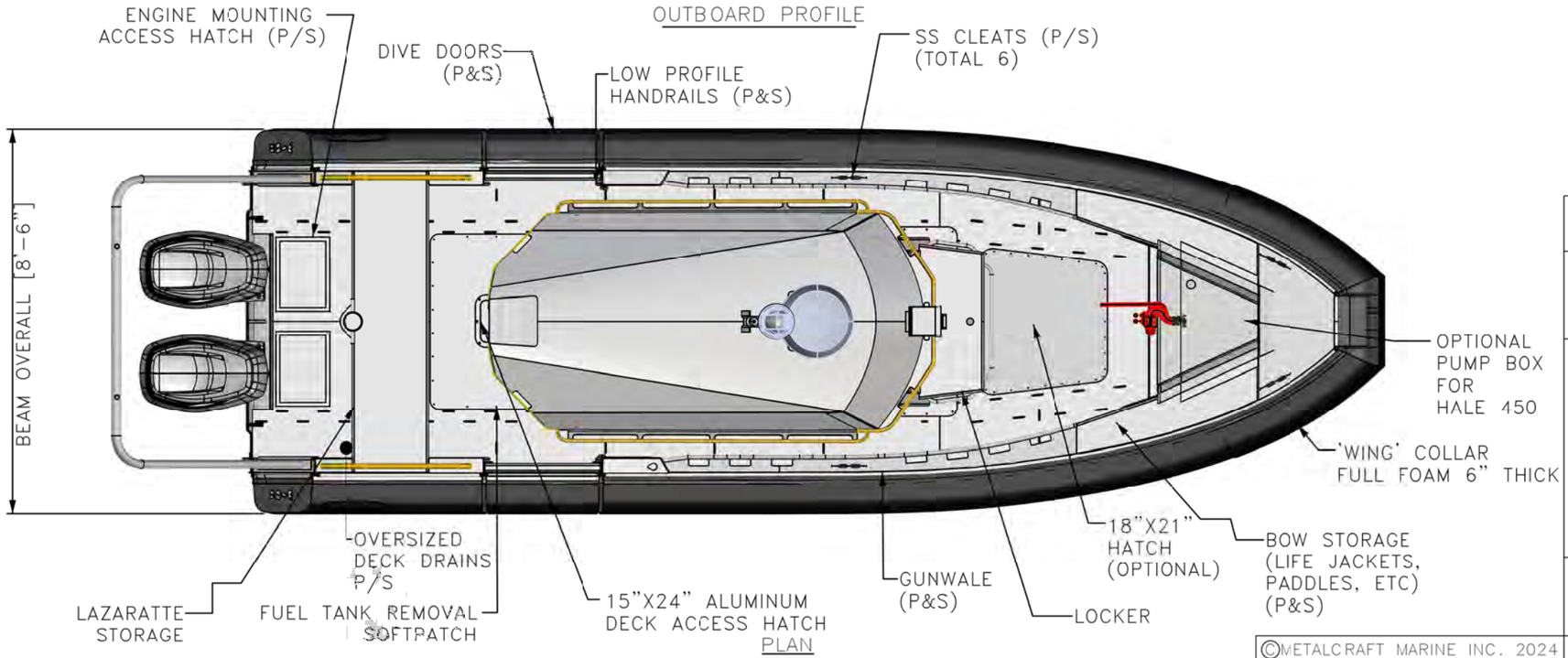
SCALE: 1:55 | STATUS: PRELIMINARY | SHEET 1 OF 3



OUTBOARD PROFILE



BOW ELEVATION



PLAN

METALCRAFT MARINE

MCM

8M INTERCEPTOR

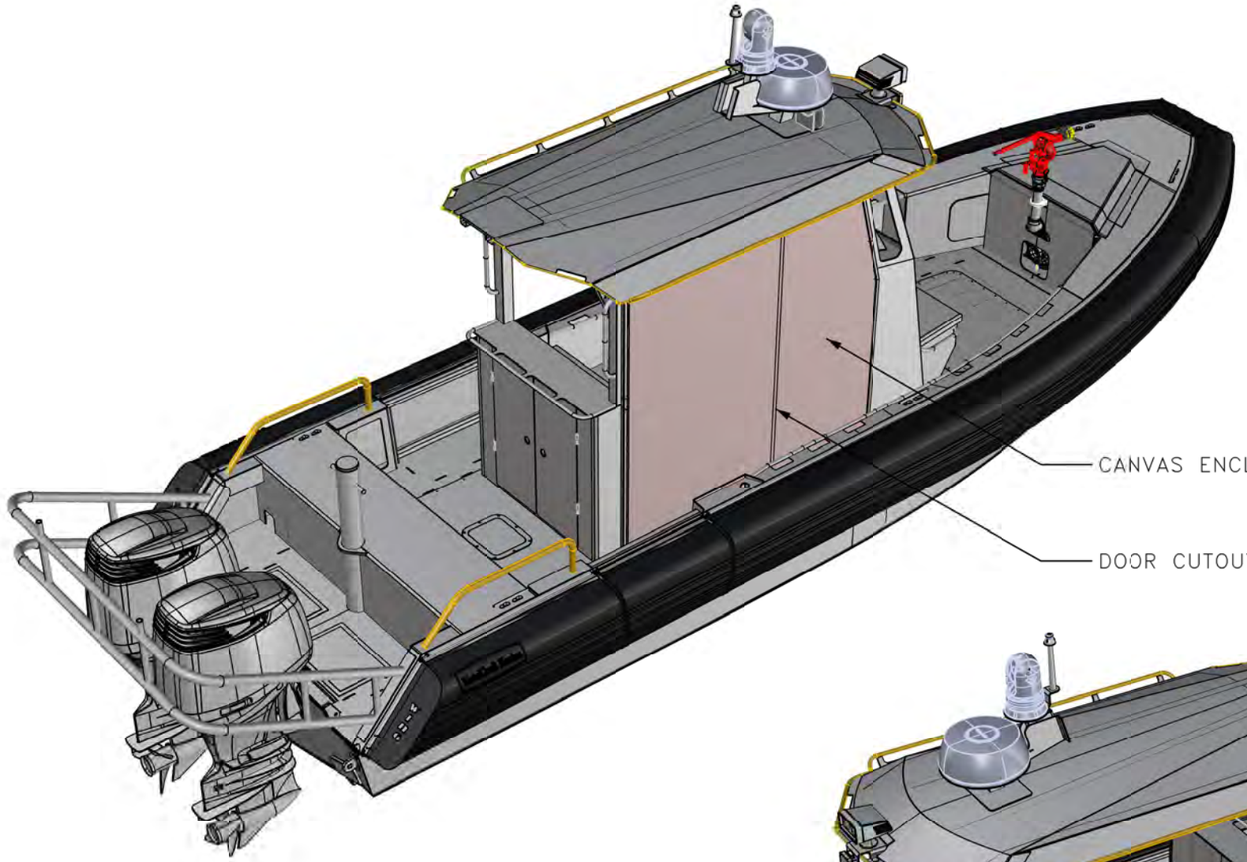
ENGINEERING AND INTEGRATION
SHIPBUILDER DRAWINGS

GENERAL ARRANGEMENT
SIDE PROFILE AND PLAN VIEWS

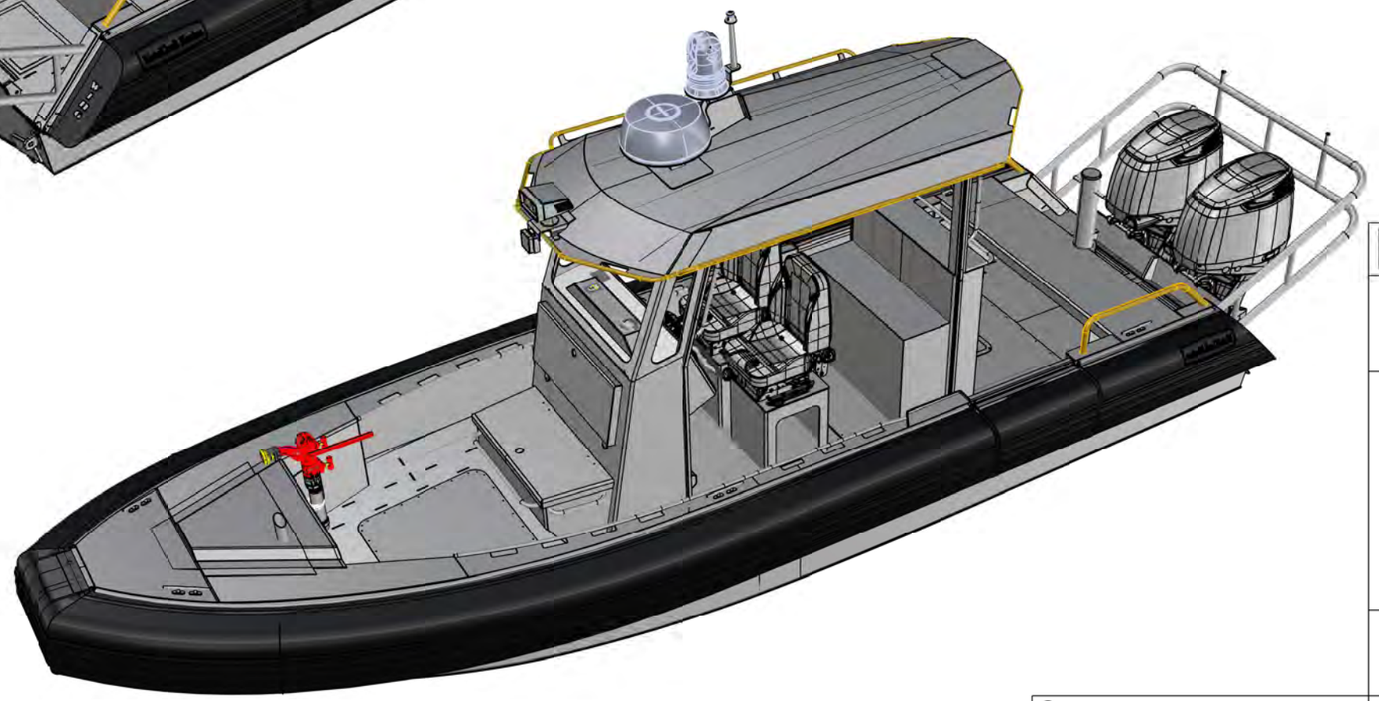
SIZE	FSCM CAGE NO.	DRAWING NO.	REV
B	1T8W7	8MINT-81379-801-001	B0

©METALCRAFT MARINE INC. 2024

SCALE: 1 : 40 | STATUS: PRELIMINARY | SHEET 2







METALCRAFT MARINE

MCM

8M INT

INTEGRATION – ENGINEERING
SHIPBUILDER'S INFORMATION

GENERAL ARRANGEMENT
3D RENDERINGS

SIZE	FSCM CAGE NO.	DRAWING NO.	REV
B	1T8W7	8MINT–81379–801–001	B0

©METALCRAFT MARINE INC. 2024
SCALE: N.T.S.
STATUS: RELEASED
SHEET 3

Unique Enhanced Performance Features

The Interceptor Model may be MetalCraft's greatest achievement in design as this date in our history. We have several foreign Governments wishing to buy production licenses as well as a key US Gov't Agency.

We have included our Design Review that covers many unique components of this amazing design. The Interceptor may be the only high performance military vessel that used Computational Fluid Dynamics in its design refinements.

It can out bank and hence turn tighter than almost any boat built, it can bank at 43-44 degrees and does not lose water flow to the outboard prop even though it appears to be airborne from behind.

The large outboard performance strakes provide immediate lift and can get the outboard chines clear of the water at high speeds thus reducing drag and reducing fuel consumption.

You asked for two sided weather protection, we offer three sided completely closed in weather protection with side roll up doors for the operators. (We recommend the addition of a diesel heater mounted in the console for a lot of heat and defrost on those very cold days in Mobile.)

We have included full deck shock mitigating rubber flooring included in the price. The Navy are using this now and cannot believe how useful and long wearing the material is. We have a test piece of this rubber as a door matt in front of our office. It has been there since 2016 and still working great.

Our outboard guard is a real outboard guard and can with stand 2000 lbs of downward force. Recently one of our customers was rammed by smugglers to take out their engines. They were unsuccessful.

The deck meets ABYC quick draining in excess of self draining, yet is low enough that a Fireman could easily reach down to a person in the water in trouble and yank them out onto the deck by himself.

Of note the dive doors are a bit of an issue as they line up with the aft deck locker which supports the T top. Though this is not a perfect solution it must there as the LCG Longitudinal Center of Gravity is critical to good performance and handling. This can be corrected by lengthening the boat with the addition of an outboard bracket and moving the dive doors further aft. This is a reasonable option.

Another very useful option to consider are hydraulic Jack plates. Jack Plates can raise the engines straight up so that the props are actually above the boats bottom for maneuvering in very shallow water with no risk of damage to the props.

Another very useful option to consider is a drop down bow gate and bow ladder for landing on shore.

There is no problem accommodating all the hose you wish to store. The large suction hose for the pump will store under the gunwales on retainer hooks.

Bob Clark

Patents or Copyrights

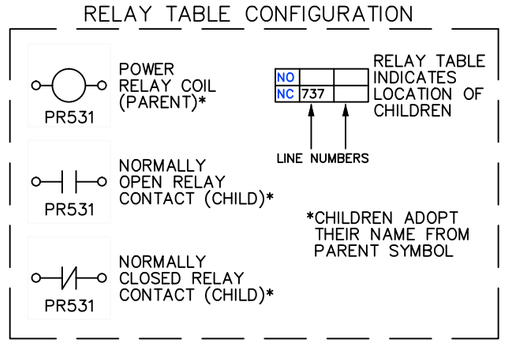
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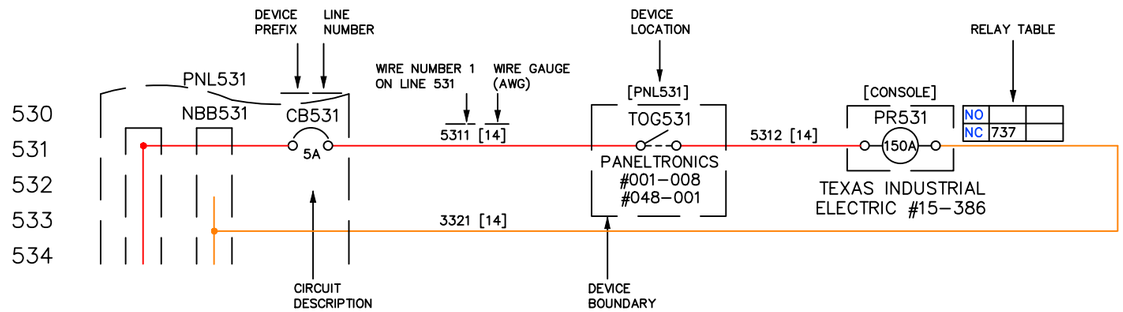
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02 – LEGEND & SYMBOL LIBRARY
03 – MAIN POWER
04 – AC LOADS
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10 – BILGE & CONSTANT LOADS
11 – BATT SW & KEY ON
12 – ENGINE WIRING AND TRANSMISSION
13 – FIRE FIGHTING CIRCUITS 1
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23 – SETCOM DIAGRAM
24 – BONDING SYSTEM

ELECTRICAL SYSTEM DESIGN LOGIC

1. DRAWINGS ARE ORGANIZED BY PAGE.
2. EACH PAGE HAS TWO COLUMNS OF SEQUENTIAL LINE NUMBERS.
3. EACH DEVICE IS IDENTIFIED BY A SYMBOL, DEVICE PREFIX, AND THE LINE NUMBER THAT IT IS INSERTED ON (SEE LEGEND PAGE 2).
4. AMPERAGE OF DEVICE IS IDENTIFIED WITHIN THE DEVICE SYMBOL.
5. EACH DEVICE IS ENCLOSED WITHIN A DEVICE BOUNDARY (DASHED LINE).
6. DEVICE LOCATION IS IDENTIFIED IN SQUARE BRACKETS ADJACENT TO THE DEVICE.
7. DEVICE INCLUDES MANUFACTURER AND MANUFACTURER PART NUMBER.
8. ELECTRICAL WIRE IS IDENTIFIED BY A LINE CONNECTING EACH DEVICE.
9. WIRE IS IDENTIFIED BY COLOUR (SEE LEGEND PAGE 2)
10. WIRE IS IDENTIFIED BY THE LINE NUMBER IT IS ON, FOLLOWED BY A UNIQUE NUMBER INCREASING FROM LEFT TO RIGHT.
11. WIRE GAUGE IS IDENTIFIED IN SQUARE BRACKETS BESIDE THE WIRE NUMBER.
12. CIRCUIT DESCRIPTIONS ARE IDENTIFIED BELOW THE RESPECTIVE BREAKER.
13. RELAYS AND CONTACTS HAVE A PARENT CHILD RELATIONSHIP WHERE THE CONTACT (CHILD), ADAPTS THEIR NAME FROM THE RELAY THAT CONTROLS THEM.
14. RELAY TABLES ARE FOUND ADJACENT TO THE RELAY.
15. THE RELAY TABLE INDICATES THE LINE NUMBER WHERE THE CONTACT CAN BE FOUND.
16. THE CONTACT DEVICE NUMBER IS THE SAME AS THE RELAY THAT CONTROLS IT.





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TITLE PAGE

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SCALE NTS	SHEET 1 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40–638–300

SWITCHES

RCK648 — SPST SWITCH (ROCKER STYLE)

TOG1155 — SPDT SWITCH (TOGGLE STYLE)

SW318 — DPST SWITCH

PB563 — NORMALLY OPEN PUSH BUTTON

PSL124 — NORMALLY OPEN LIMIT SWITCH

PSL124 — NORMALLY OPEN PRESSURE SWITCH

PSH650 — NORMALLY CLOSED PRESSURE SWITCH

TSH905 — NORMALLY OPEN TEMP. SWITCH

LSHH407 — NORMALLY OPEN LEVEL SWITCH

MULTI POSITION ROTARY SELECTOR

SOL318 — ELECTRIC SOLENOID SWITCH

ELECTRIC

CB411, 50A — SINGLE POLE CIRCUIT BREAKER

CB332, 30A — DOUBLE POLE CIRCUIT BREAKER

IFU866, 15A — IN-LINE FUSE

ANL1005, 200A — ANL FUSE

TFU449, 350A — CLASS T FUSE

3A — PUSH BUTTON CIRCUIT BREAKER

(SHORE POWER) PLUG AND RECEPTACLE

TWISTLOCK RECEPTACLE

130A, ALT361 — ALTERNATOR

M, MTR2000 — MOTOR

P, PMP717 — PUMP

S, STR416 — STARTER

BLW440 — BLOWER OR FAN

M — VALVE MOTOR

MALE CORD END

FEMALE CORD END

DUPLEX AC RECEPTACLE OR GFCI

ELECTRONIC

DIRECT CURRENT GROUND

HULL OR CHASSIS BOND

BATTERY

REC806 — ACCESSORY RECEPTACLE

PBB716 — BUS BAR

ISO349 — BATTERY ISOLATOR

SPEAKER

BUZ1803 — BUZZER, HORN (ANNUNCIATOR)

1 3 — HARTING CONNECTION

NETWORK CONNECTOR

CURRENT SHUNT RESISTOR

ANTENNA

TRANSDUCER

LED522 — LIGHT EMITTING DIODE

LED465 — BI-COLOUR LIGHT EMITTING DIODE

SOL555 — SOLENOID

LT507 — INCANDESCENT LUMINAIRE

LT772 — LED LUMINAIRE

LT1837 — SWITCHED BI-COLOUR LUMINAIRE

DEVICE PREFIXES

ALM	ALARM
ALT	ALTERNATOR
AMM	AMMETER
AMP	AMPLIFIER
BAT	BATTERY
BLR	BLOWER
BUZ	BUZZER
CB	CIRCUIT BREAKER
CHG	BATTERY CHARGER
CON	CONVERTER
COMP	AIR COMPRESSOR
CR	CONTROL RELAY
DEV	DEVICE
DIM	DIMMER
DIS	DISPLAY / PLOTTER
DMM	DIGITAL MULTIMETER
ECM	ENGINE CONTROL MODULE
ELC	EQUIPMENT LEAKAGE CIRCUIT
ENG	ENGINE
FAN	FAN
FB	FUSE BLOCK
FLR	FLIR CAMERA
FU	FUSE
GAL	GALVANIC ISOLATOR
GAU	GAUGE
GBB	AC GROUND BUS BAR
GEN	GENERATOR
GFI	GROUND FAULT INTERRUPTER
GST	GENSET
HAR	HARNESS
HLR	HAILER
HRN	HORN
HTR	HEATER
IFU	INLINE FUSE HOLDER
INV	INVERTER
ISO	BATTERY ISOLATOR
JBX	JUNCTION BOX
LSLL	LEVEL/LIMIT SWITCH LOW LOW
LT	LIGHT (LUMINAIRE)
MOD	MODULE
MTR	MOTOR
NBB	AC NEUTRAL/DC NEGATIVE BUS BAR
PB	PUSH BUTTON
PBB	DC POSITIVE BUS BAR
PBC	PUSH BUTTON CB
PLG	PLUG
PMP	PUMP
PNL	PANEL
PR	POWER RELAY
PSH	PRESSURE SWITCH HIGH
PSU	POWER SUPPLY UNIT
RDR	RADAR
REC	RECEPTACLE
RCK	ROCKER SWITCH
SEL	SELECTOR SWITCH
SIR	SIREN
SND	DEPTH SOUNDER
SOL	SOLENOID
SPKR	SPEAKER
STR	STARTER
SW	SWITCH
TSHH	TEMPERATURE SWITCH HIGH HIGH
TOG	TOGGLE SWITCH
UHF	UHF TRANSCEIVER
VHF	VHF TRANSCEIVER
VLV	VALVE

LINE COLOURS

- DC POSITIVE
- DC NEGATIVE
- AC LINE 1
- AC LINE 2
- AC LINE 3
- AC NEUTRAL
- OEM/HARNESS
- CHASSIS BOND
- AC BOND
- HYDRAULICS
- AIR

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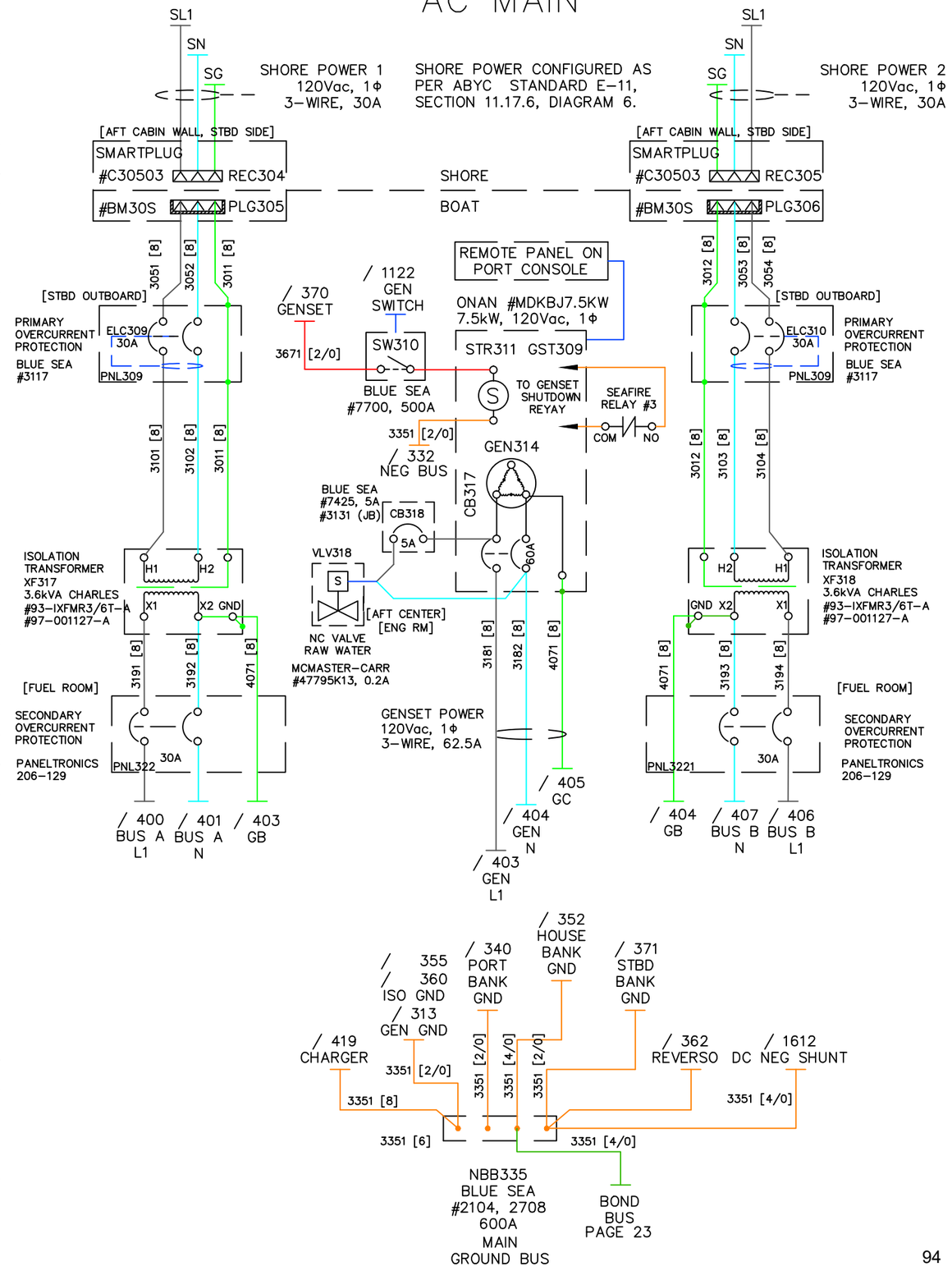
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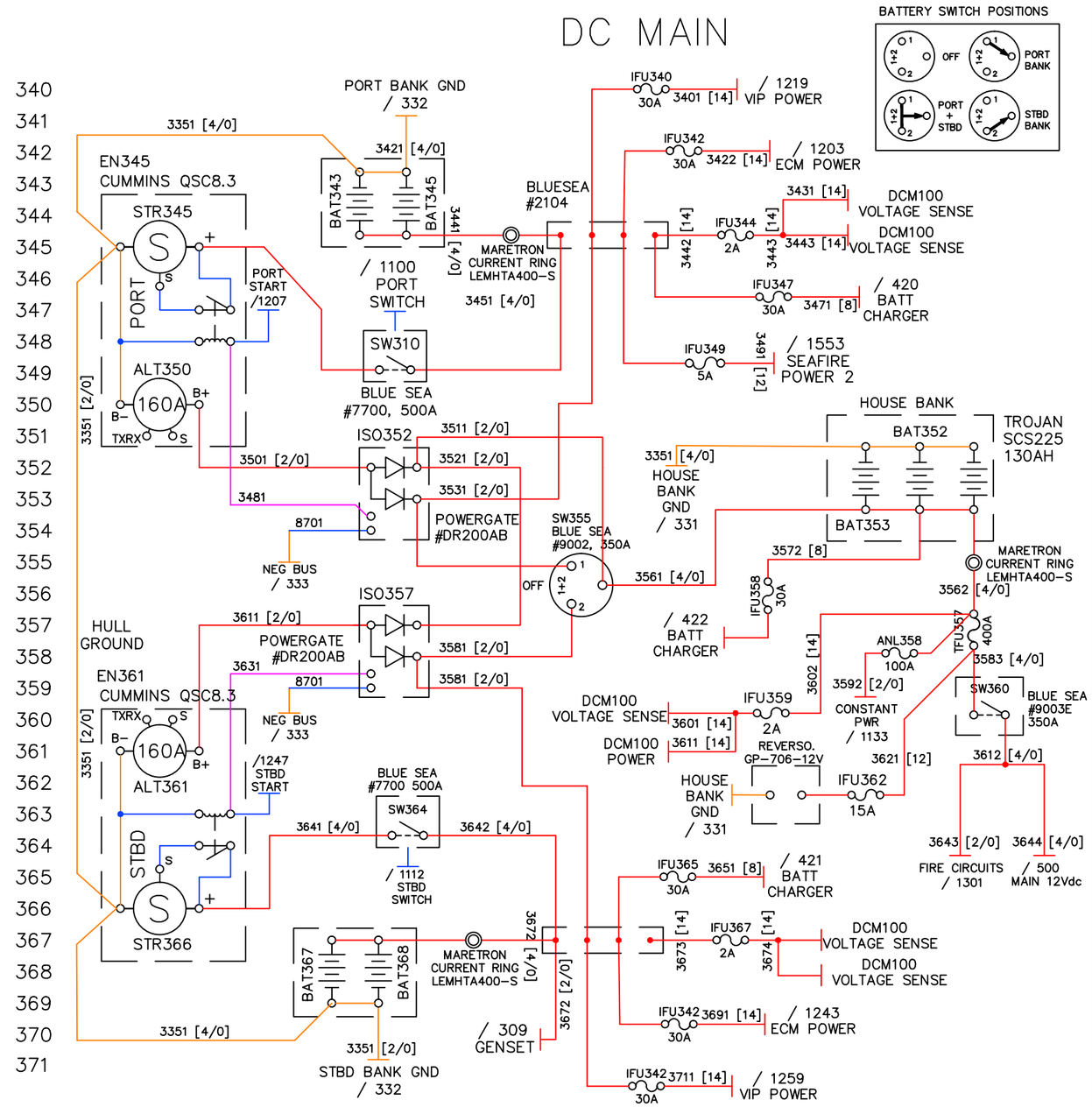
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AC MAIN



DC MAIN



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VANCOUVER FS-40
MAIN POWER

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SCALE NTS	SHEET 3 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

AC POWER DISTRIBUTION

USE #10 RING TERMINAL FOR 8AWG WIRE

PNL400

/ 325 L1A — SHORE POWER 1 BREAKER — CB400 30A — 4001 [8] → / 411 BUS A L1

/ 325 NB — 4011 [8]

SLIDING GATE MECHANICAL INTERLOCK

/ 327 L1C — GENERATOR BREAKER — CB403 60A

/ 325 NB

/ 325 L1B — SHORE POWER 2 BREAKER — CB406 30A — 4061 [8] → / 440 BUS B L1

/ 325 NB — 4071 [8] → / 440 BUS B N

PARALLEL A+B BREAKER — CB409 60A

BLUE SEA 360

/ 325 GA — 4071 [8]

/ 325 GB — 4071 [8]

/ 324 GC

NBB404 GBB404

GBB407 BLUE SEA #2104, 2708 600A MAIN AC GROUNDING BUS [CHART TABLE]

4351 [6] AC BOND PAGE 23

/ 400 BUS A L1

PNL400

CB413 15A — ENGINE ROOM HEATER — 4001 [12]

XXTREME HEATERS #XXHEAT 4.5A, 450W NOTE; WITH THERMOSTAT — HTR413 — AFT STBD ENGINE ROOM 4011 — 4071

CB416 15A — BATTERY CHARGER — 4001 [12]

CHG417 NEWMAR #PT-25W 6.5A — AC 6.5A INPUT DC 25A OUTPUT — L1 N GND — DC− DC+ DC+ DC+ — 4191 [8] CHARGER BOND PAGE 23

NEG BUS / 334

PORT BANK / 347

STBD BANK/ 365

HOUSE BANK / 360

FWD ENGINE ROOM 4011 — 4071

FRIDGE /932

GFI4232 — CUDDY — CUDDY — 4011 — 4071

CB423 20A — GALLEY OUTLETS — 4001 [12] — TORBRAM #VGF20GY, 20A

GFI426 — CHART TABLE 4011 — 4071

CB426 15A — CABIN OUTLETS — 4001 [12] — TORBRAM #VGF15GY, 15A

4011 — 4071

CB429 15A — PORT BLOCK HEATER CB431 — 4001 [12] — 4292 [14] — CUMMINS BLOCK HEATER #4935057, 10A — HTR429 — PORT ENGINE

10A — GENSET BLOCK HEATER

CB434 10A — WINDOW HEATERS — 4001 [12] — BOMON MARINE — HTR434 PORT — HTR435 CNTR — HTR436 STBD

4071 — 4011

PSU823 /823 — [CHART TABLE]

CB437 5A — COMPUTER — 4001 [12] — DEV437 COMPUTER

4001 [14] — DIS438 MONITOR — [OVERHEAD CHART TABLE]

4011 — 4071

BLUE SEA 360 — PBB400

HATTELAND #HD15T21 MMD 15", 0.4A

HATTELAND #HTB−22, 0.4A

95

AC POWER DISTRIBUTION

/ 405 BUS B L1

4001 [8] PNL400

CB441 30A — HDT POWER SUPPLY CHART TABLE

TECH DYNAMICS POWER SUPPLY NTDM−28−54,1500W — L1 N GND — DC−DC+ — DC+ DC− — HDT

HDT #402−H004467 28V, 48A

NBB441 GBB404

CB443 15A — CABIN HEATER — 4061 [12] — CAFRAMO #9206CABBX 600,900,1500W NOTE; WITH THERMOSTAT — HTR443 — CUDDY

STBD CABIN 4071 — 4071

GFI448 — FWD ENGINE ROOM 4071 — 4071

CB448 15A — ENGINE ROOM OUTLETS — 4061 [12] — TORBRAM #VGF15GY, 15A

GFI451 — EXTERIOR AFT CABIN 4071 — 4071

CB451 20A — OUTLET EXTERIOR — 4061 [12] — #TWIST LOCK 20A

GFI454 — BENCH EMS EQUIPMENT 4071 — 4071

CB454 15A — OUTLETS BENCH EMS — 4061 [12] — TORBRAM #VGF15GY, 15A

4071

CB457 15A — STBD BLOCK HEATER — 4061 [12] — 4572 [14] — CUMMINS BLOCK HEATER #4935057, 10A — HTR457 — STBD ENGINE

CB460 15A — WATER HEATER — 4061 [12] — ATTWOOD #EHM11, 11.50A — HTR460 — FUEL RM. STBD 4071 — 4071

CB463 15A — FLOOD LIGHTS — 4061 [12]

PORT LT — 4061 [12] — 4 CR525 2 — A PLG C 1 — LT463 — A PLG C 2 ARCH PORT 3 — 8 CR525 6 — 4071

STBD LT — 4061 [12] — 4 CR526 2 — A PLG D 1 — LT465 — A PLG C 2 ARCH STBD 3 — 8 CR527 6 — 4071

FWD LT — 4061 [14] — 4 CR524 2 — LT467 — A PLG D 2 FWD 3 — 8 CR524 6 — 4071

FRC #FCA300−S30, 300W (BROW) #FCA300U−S30, 300W (ARCH) 2.5A

CB469 20A — EXTERIOR OUTLETS — 4061 [12] — GFI469 — EXTERIOR AFT CABIN 4071 — 4071 — #TWIST LOCK 20A

BLUE SEA 360 — PBB404

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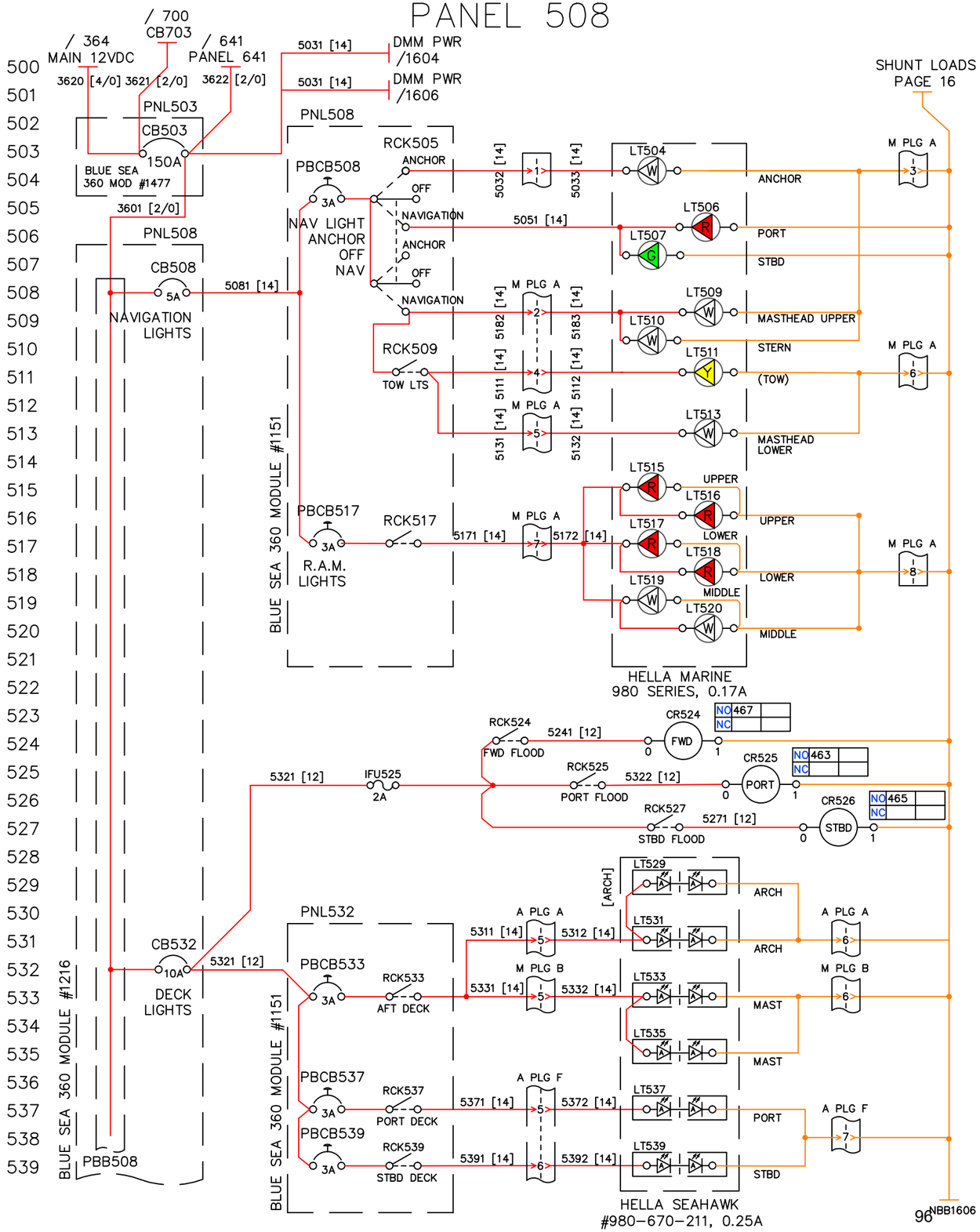
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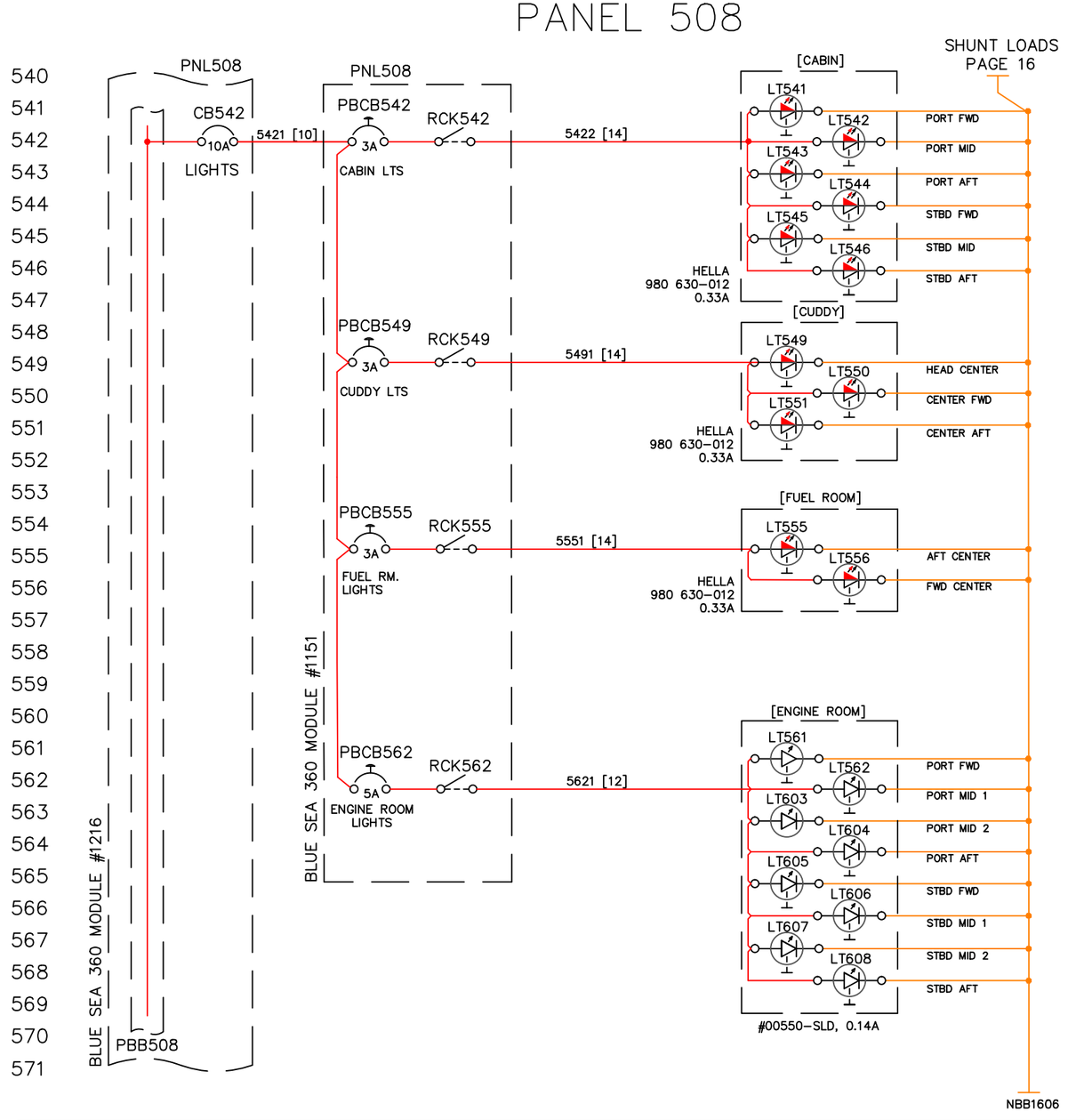
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SCALE NTS | SHEET 4 OF 24 | HULL # / JOB # 0638 | SIZE B | DWG SET FS40−638−300

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DC LOADS 1

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SCALE NTS	SHEET 5 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

PANEL 508

PNL508

SHUNT LOADS PAGE 16

CB605 30A — SEARCHLIGHTS — 6051 [10]

FB611

FU603 10A — 6031 [14] — CONTROLO — A PLG G — [ARCH] LT603 — PORT

FU606 10A — 6061 [14] — CONTROLO — A PLG G — LT606 — STBD

GOLIGHT STRYKER 3049, 5.5A

FU609 20 — 6091 [10] — [CUDDY PORT] CON609 12-24 VDC — ORION 8A 12/24-8 — 6092 [10]

M PLG E — LT609 — FWD — M PLG E

M PLG F — CONTROL — M PLG G

ACR, #RCL-600, 6.25A

BLUE SEA #5028

CB615 15A — FRESH WATER PUMP — 6151 [12] — [FUEL ROOM] PMP615 — FWD

JOHNSON PUMP #WPS5.0, 12.5A MAX

CB618 15A — SUMP PUMP — 6181 [12] — [UNDER HEAD FLOOR] PMP618 — FWD

RULE 98A

CB622 20A — SIREN — IFU621 5A — 6221 [10]

FEDERAL SIGNAL #PA-4000, 14A

AMPLIFIER

1 – SPKR COMMON — 6201 [14] — A PLUG B — 6202 [14] — [ARCH] SPKR620

2 – SPKR 1+ — 6211 [14] — 6212 [14]

FEDERAL SIGNAL #AS124, 100W

3 – SPKR 2+

4 – 2-WAY RADIO

5 – 2-WAY RADIO

6 – AUX INPUT

7 – PARK

8 – AUX OUTPUT

9 – CHASSIS

10 – NO CONNECTION

11 – IGNITION — 6311 [14] — 6312 [14]

DC POSITIVE (+) — 6321 [10]

DC NEGATIVE (–)

CONTROL CABLE

CONTROL HEAD — 6381 [14]

1 – HORN OUTPUT

2 – IGNITION

3 – DC NEGATIVE (–)

4 – HORN INPUT

BLUE SEA 360 MODULE #1216

PBB508

NBB1606

97

PANEL 641

PNL641

SHUNT LOADS PAGE 16

6411 [2/0] — / 500 MAIN 12VDC

CB643 15A — SPARE

CB646 15A — SPARE

CB649 15A — 6491 [12] — REFRIGERATOR

[CUDDY] DEV932

GROUND TO NEUTRAL CONNECTION MUST BE REMOVED

GALLEY / 422 OUTLETS

L – LINE 1

N – NEUTRAL

– DC NEG.

+ – DC POS.

C – COMPRESSOR SPEED

FRIDGE THERMOSTAT

P – UNDERVOLTAGE MODE

T – THERMOCOUPLE

NOVA KOOL #R2600, 3A

FB658

FU652 5A — 6521 [14] — DEV652 VHF HANDHELD — STBD CONSOLE

FU654 10A — 6541 [12] — DEV654 4 BANK FIRE RADIOS — STBD CUDDY

FU656 5A — 6561 [12] — DEV656 FLIR CHARGER — PORT CUDDY

CB658 15A — 5691 [14] — CHARGER 1

FB671

FU660 2A — 6601 [14] — DEV660 RAD DETECTOR — PORT CONSOLE

FU662 5A — 6621 [14] — DEV662 HANDHELD SPOT LIGHT — PORT CABIN

FU664 5A — 6641 [14] — DEV664 STBD AFT FLASH LIGHTS — STBD AFT CABIN

FU666 5A — 6661 [12] — DEV666 STREAMLIGHT — STBD CUDDY

DEV668 STREAMLIGHT — STBD CUDDY

FU667 5A — 6691 [12] — DEV669 STREAMLIGHT — STBD CUDDY

DEV671 STREAMLIGHT — STBD CUDDY

CB671 15A — 6711 [12] — CHARGER 2

BLUE SEA 360 MODULE #1216

PBB641

NBB1606

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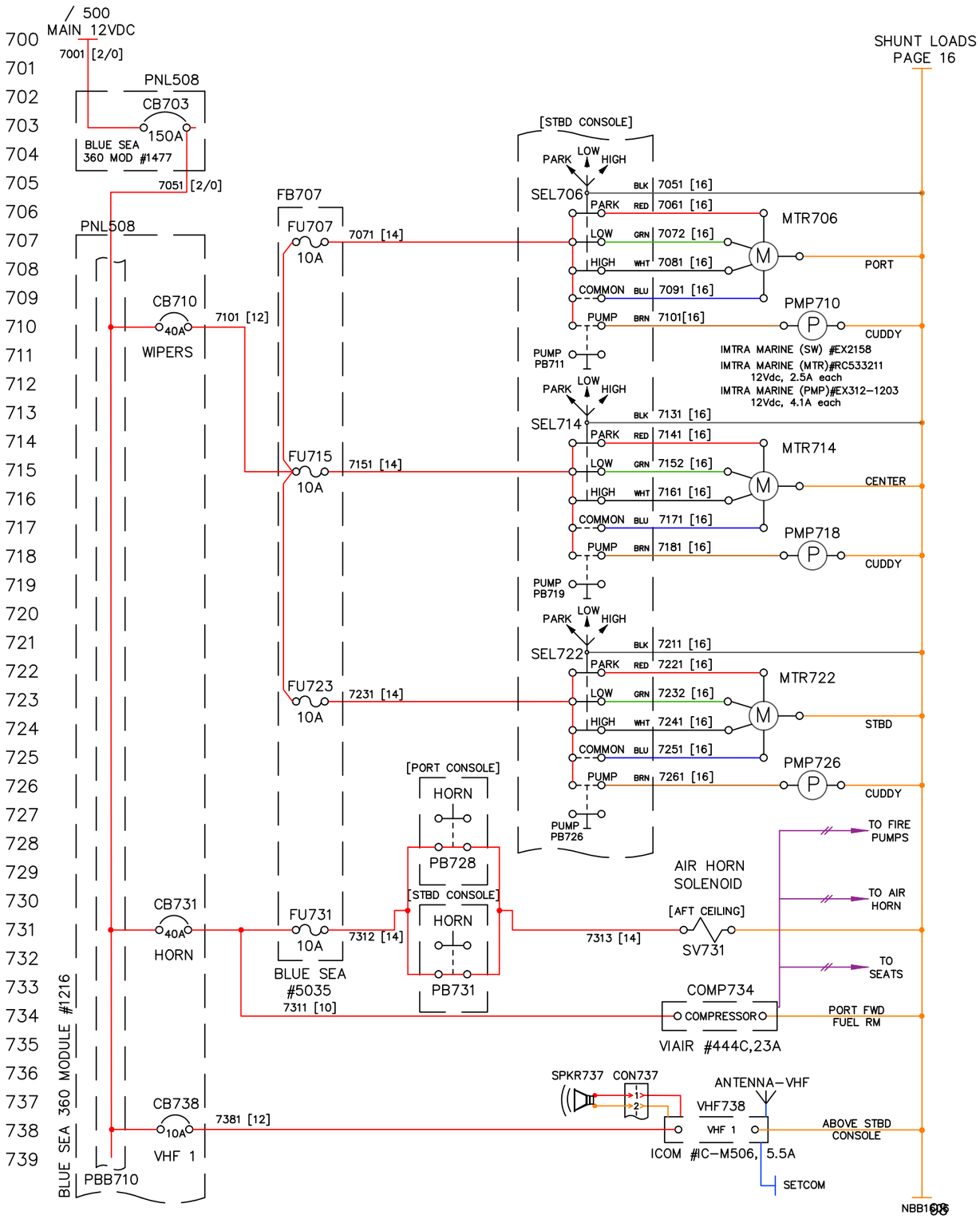
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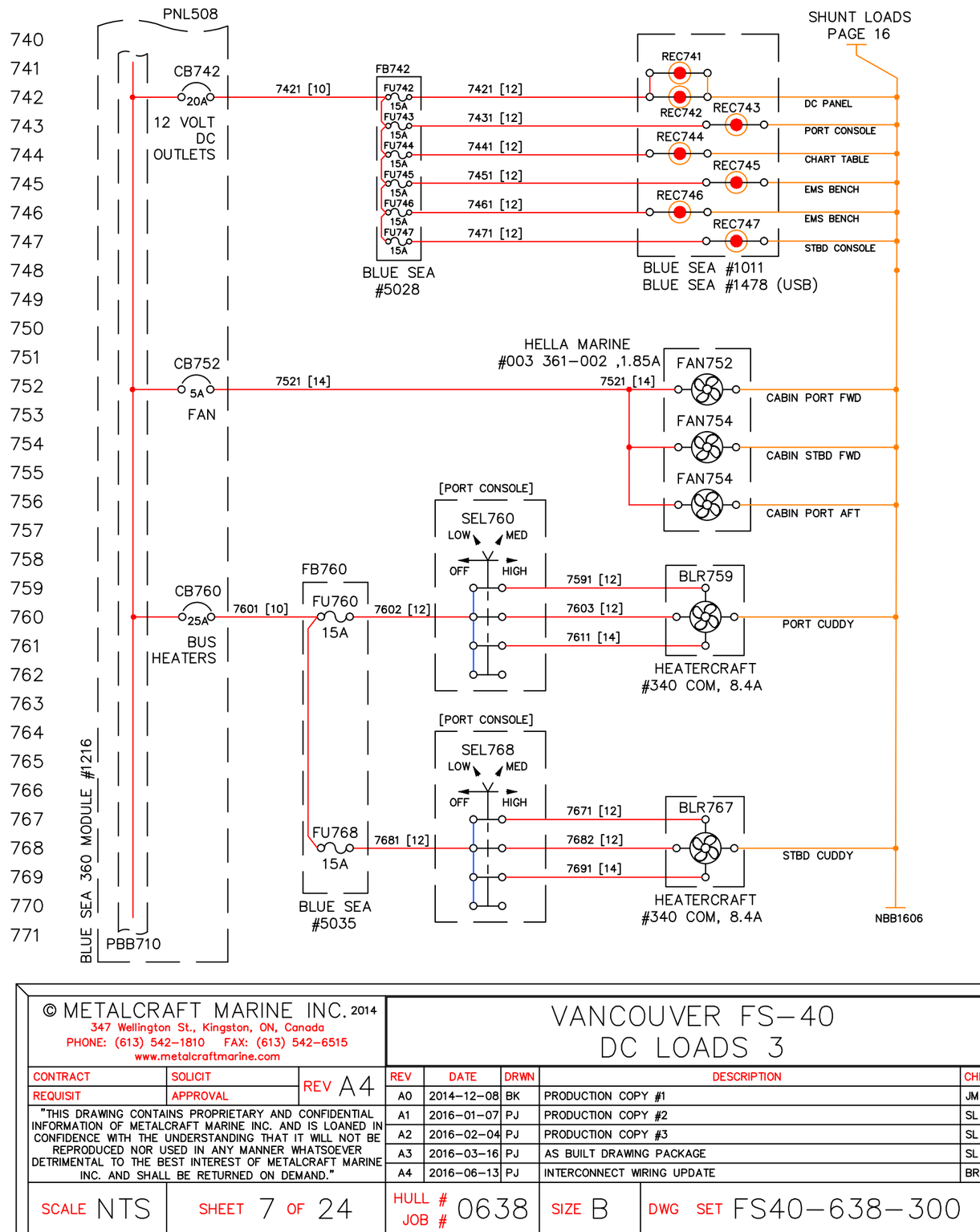
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SCALE NTS | SHEET 6 OF 24 | HULL # / JOB # 0638 | SIZE B | DWG SET FS40-638-300

PANEL 508



PANEL 508



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VANCOUVER FS-40
DC LOADS 3

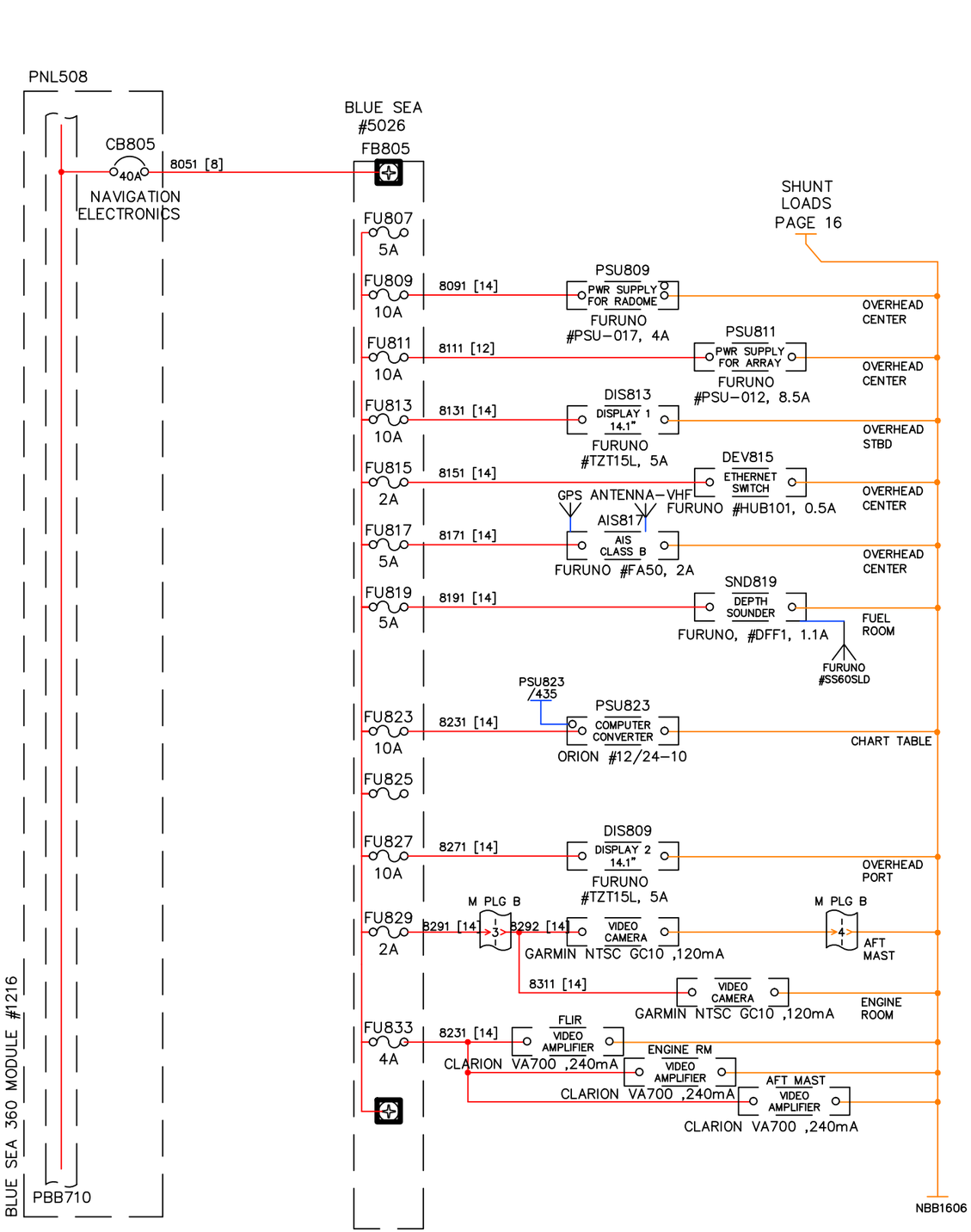
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REQUISIT	APPROVAL	

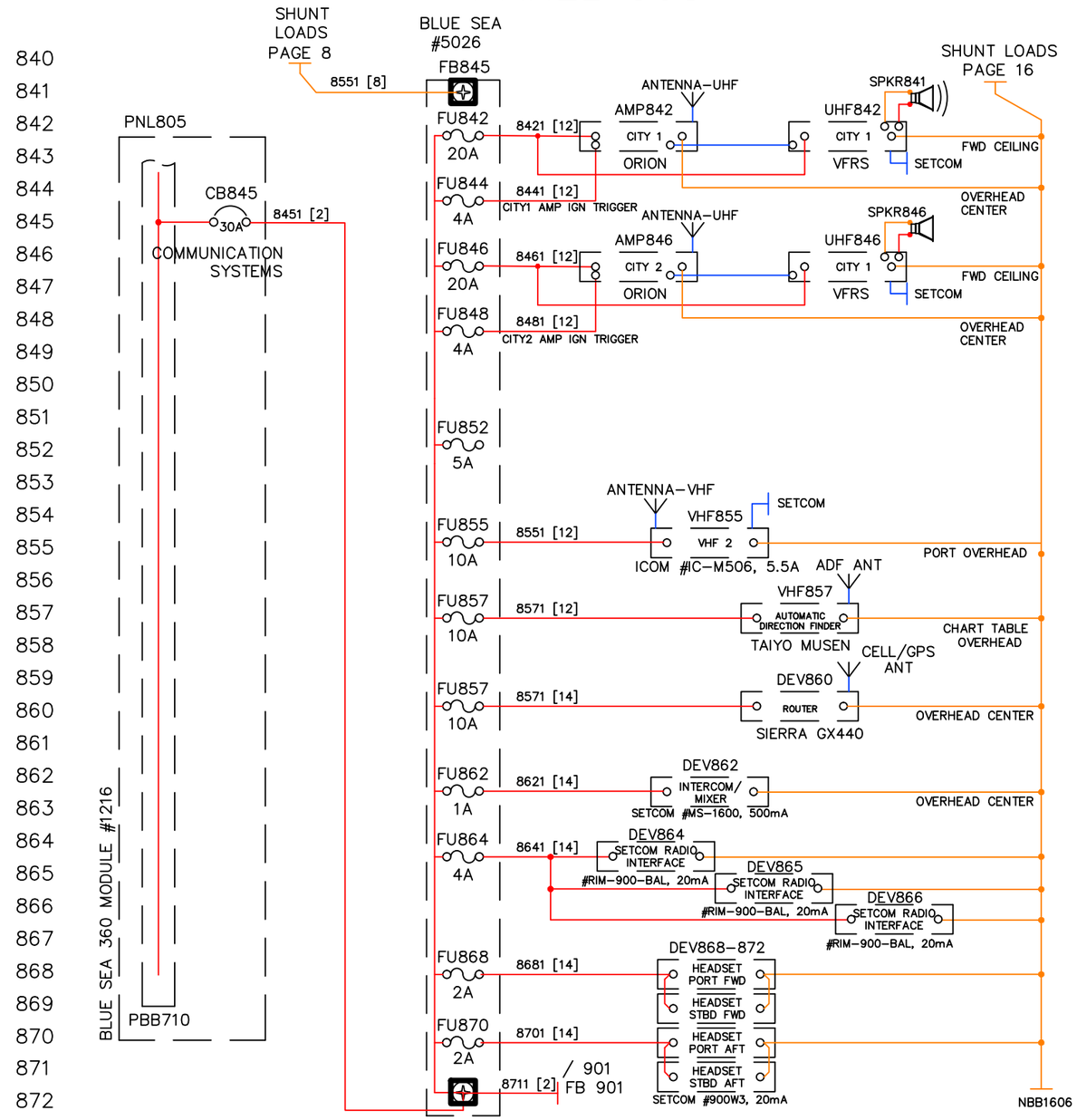
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REV	DATE	DRWN	DESCRIPTION	CHKD
A0	2014-12-08	BK	PRODUCTION COPY #1	JM
A1	2016-01-07	PJ	PRODUCTION COPY #2	SL
A2	2016-02-04	PJ	PRODUCTION COPY #3	SL
A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 7 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

PANEL 508





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VANCOUVER FS-40
DC LOADS 4

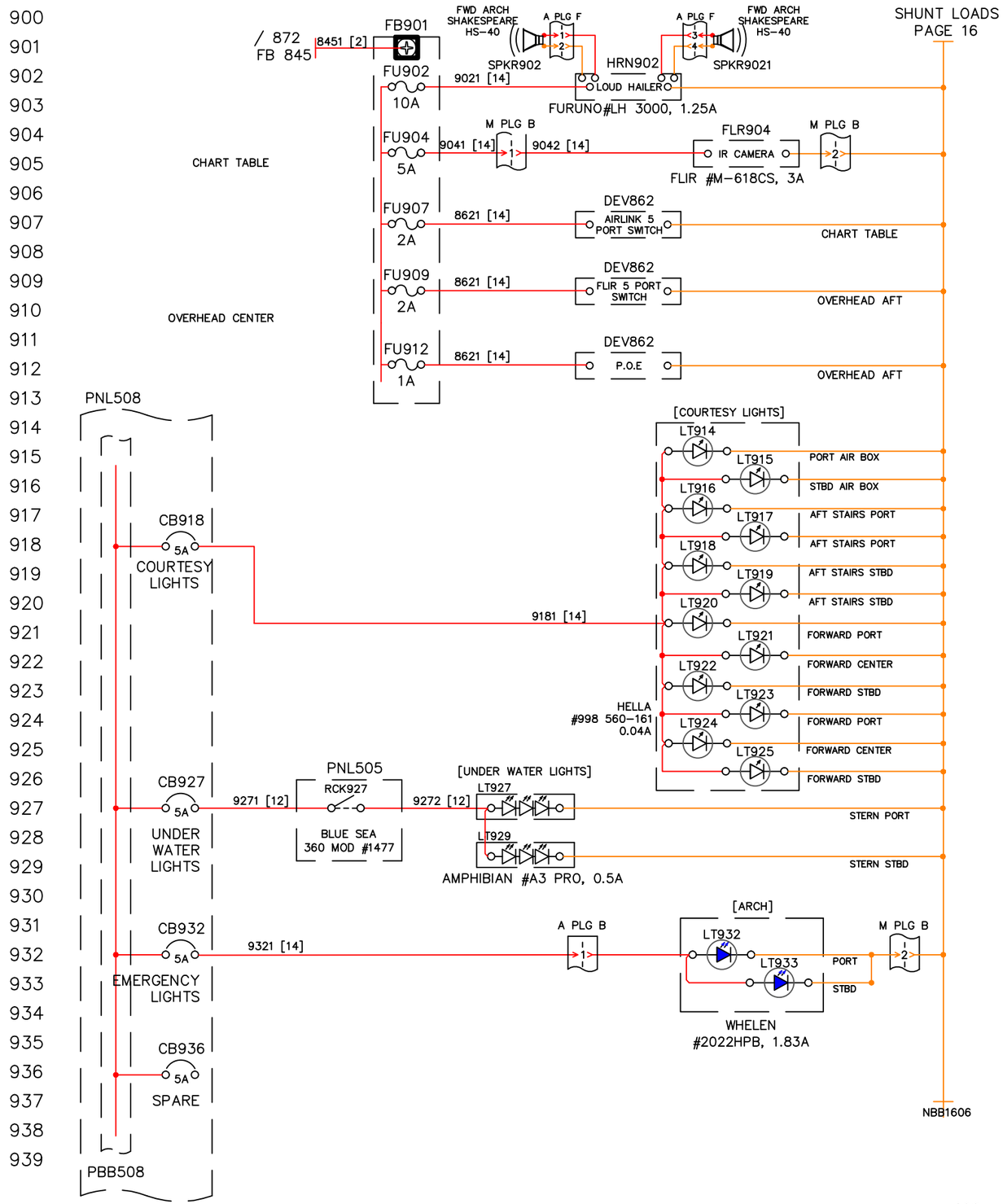
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REQUISIT	APPROVAL	

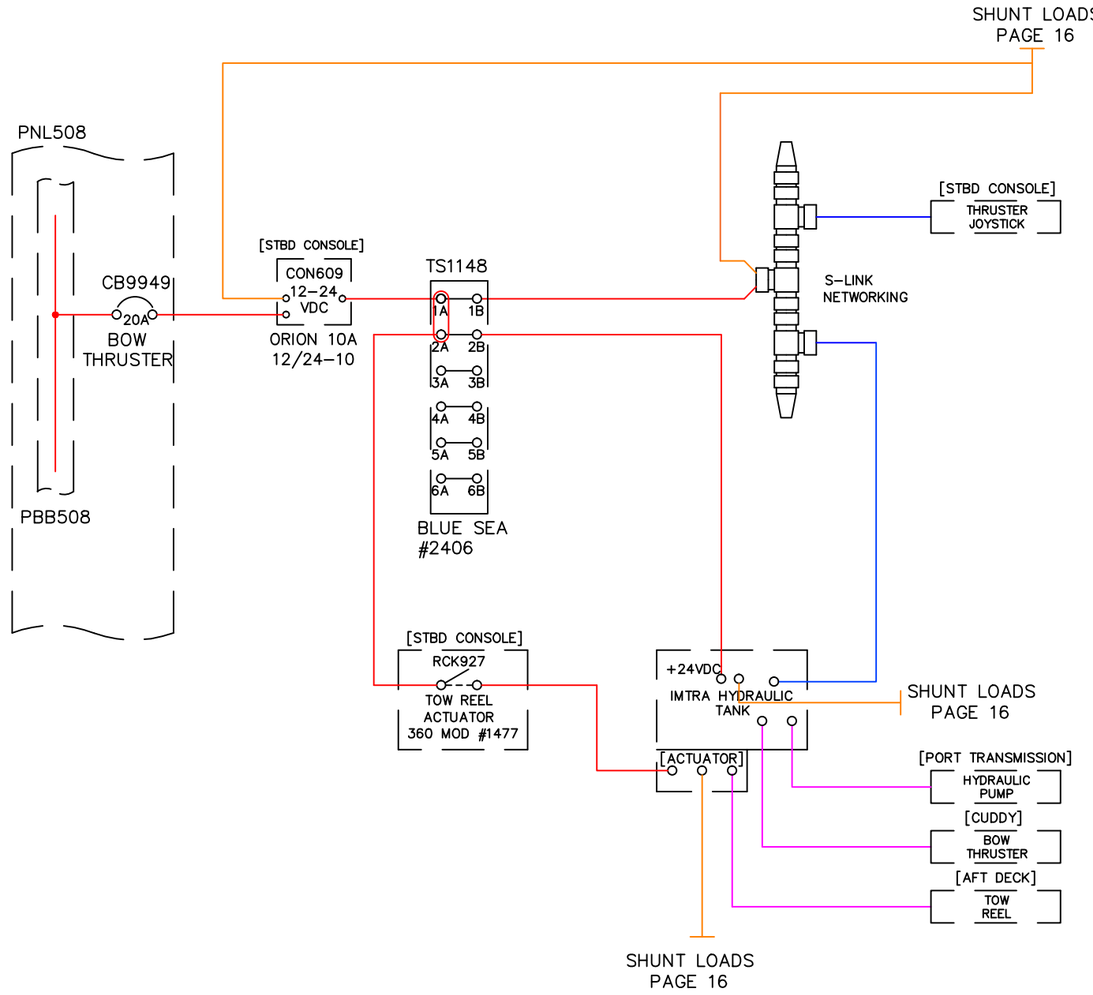
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A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 8 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

PANEL 508





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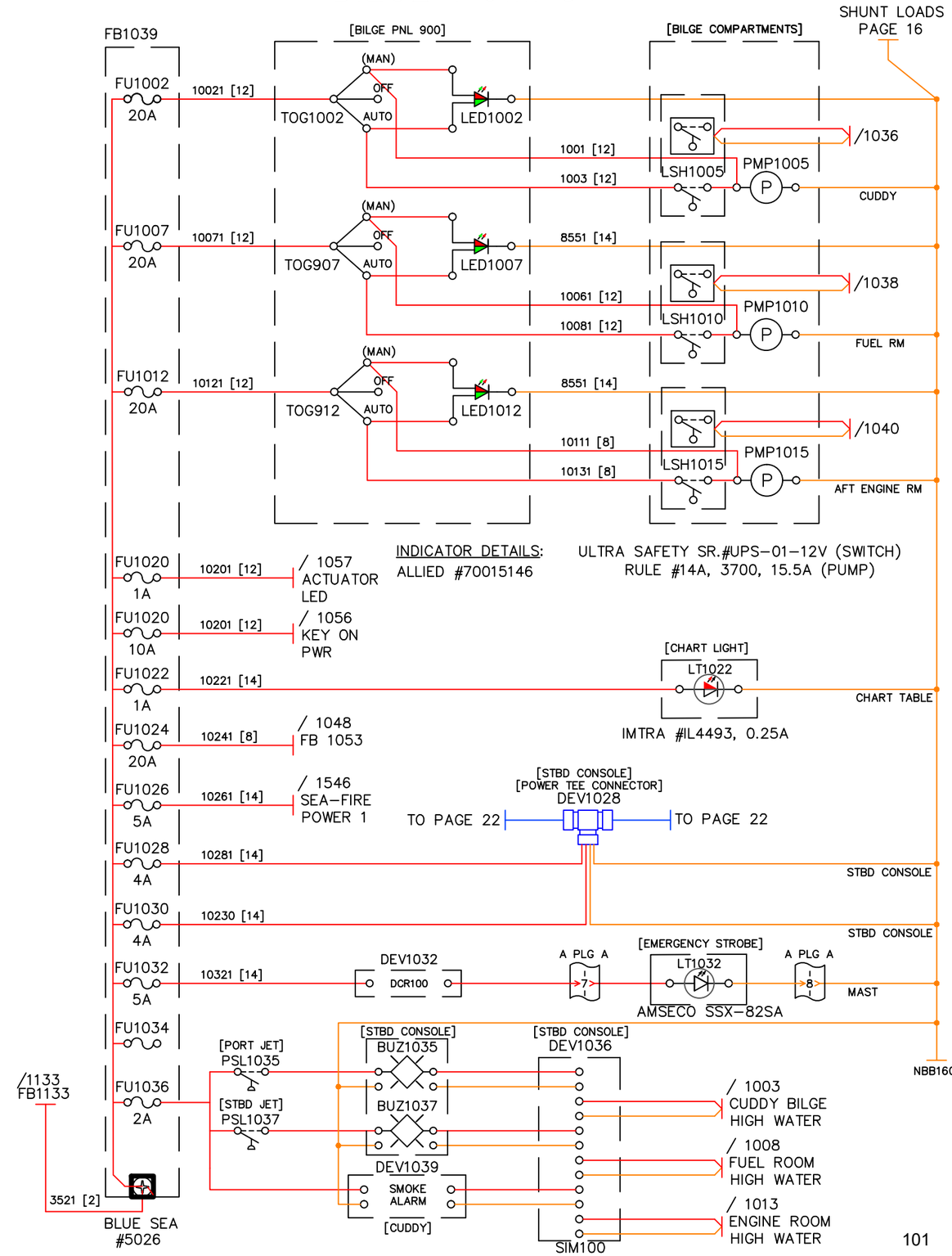
VANCOUVER FS-40
DC LOADS 5

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REQUISIT	APPROVAL	

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A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

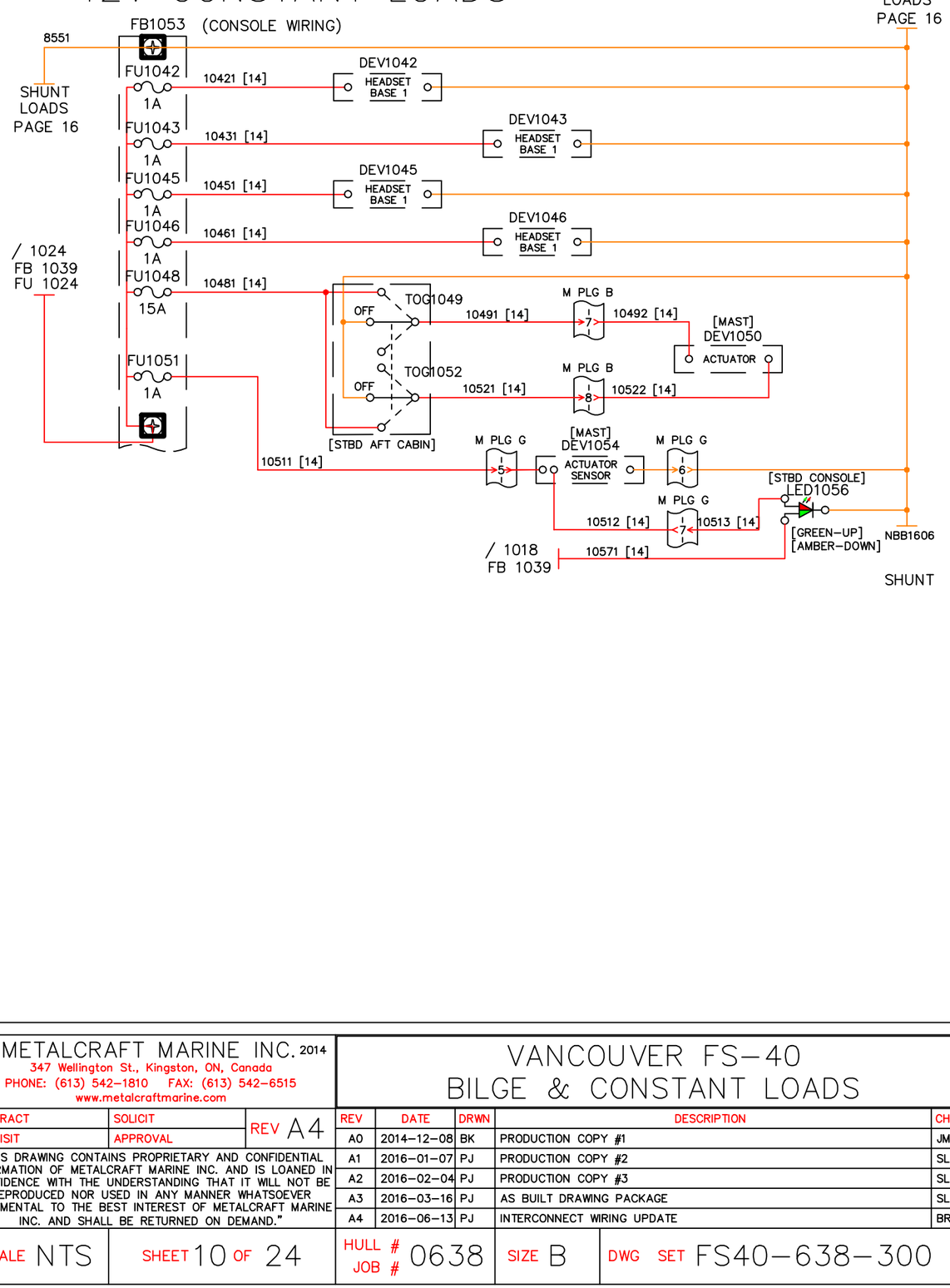
SCALE NTS	SHEET 9 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

BILGE PUMPS



101

12V CONSTANT LOADS



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VANCOUVER FS-40
BILGE & CONSTANT LOADS

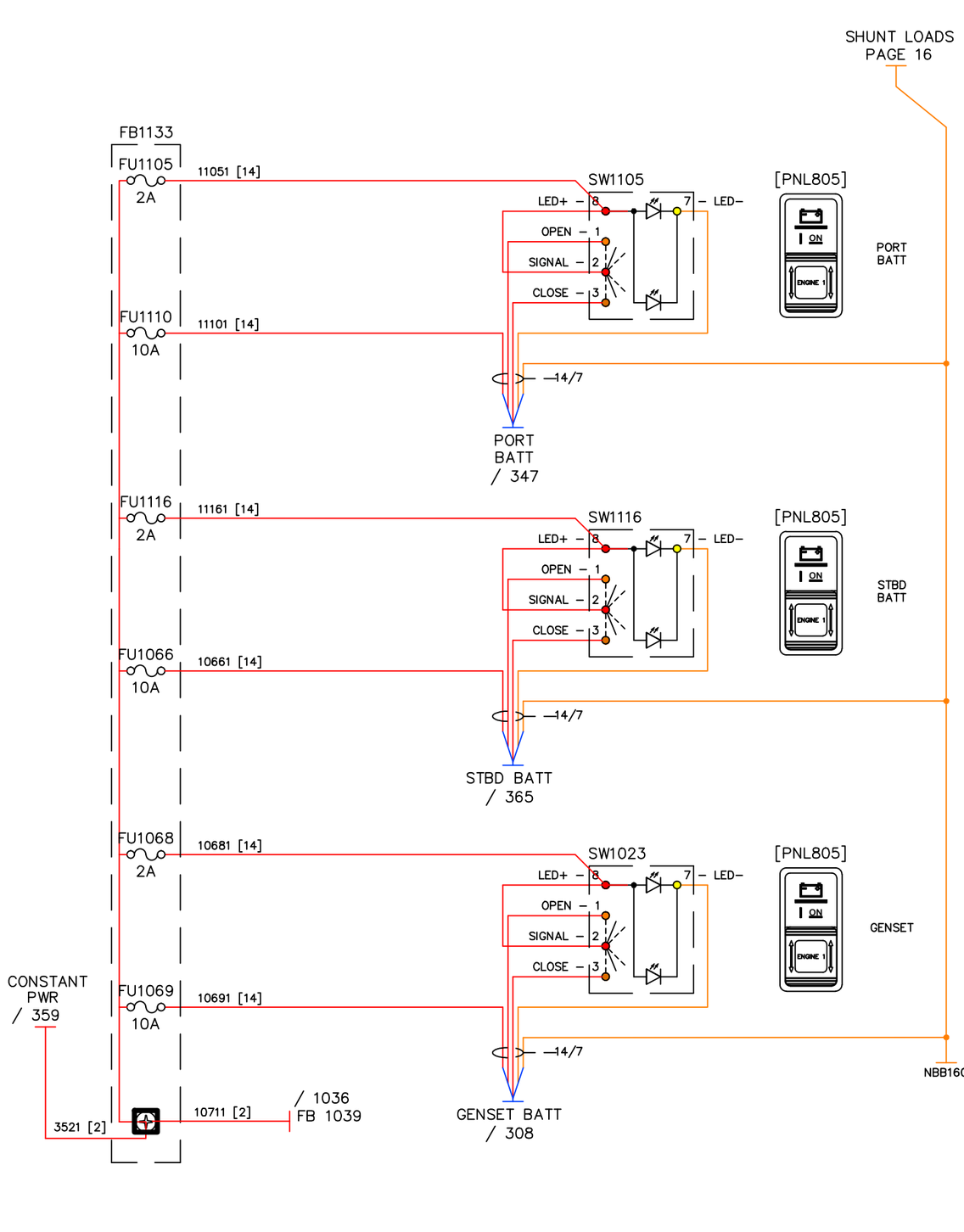
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REQUISIT	APPROVAL	

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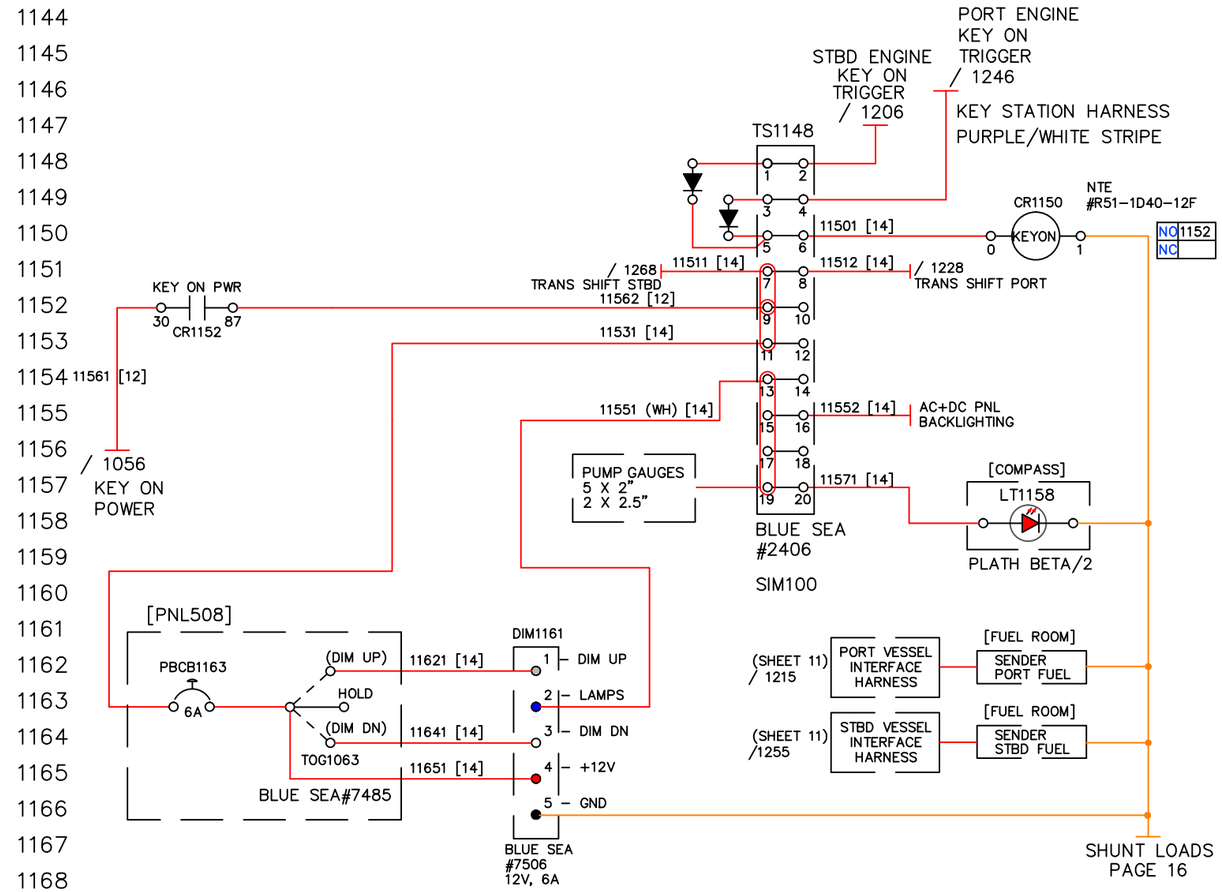
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A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 10 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

REMOTE BATTERY SWITCHES



KEY ON CIRCUIT



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VANCOUVER FS–40
BATT SWITCH & KEY ON

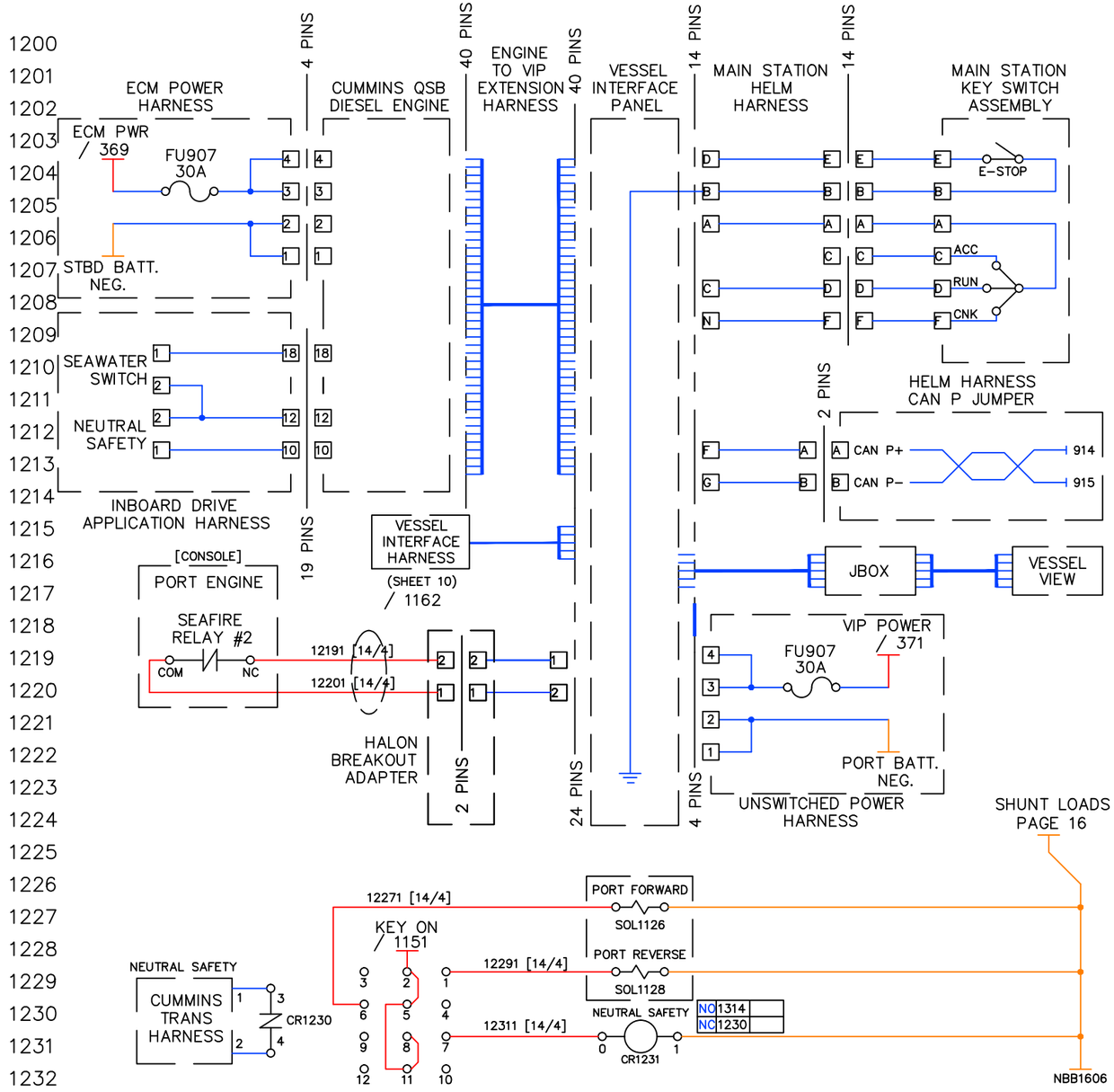
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REQUISIT	APPROVAL	

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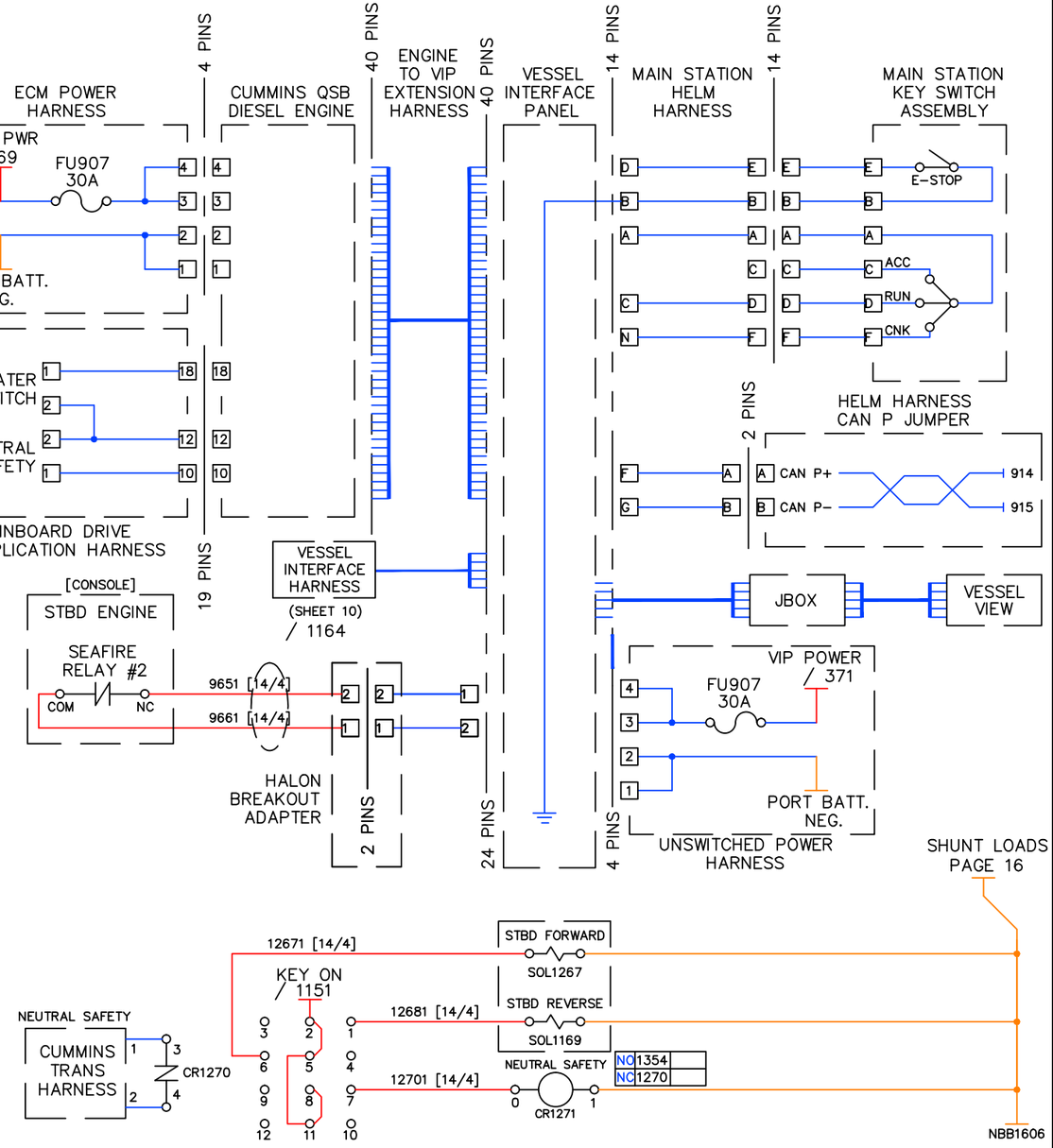
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A4	2016–06–13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 11 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40–638–300

PORT ENGINE WIRING AND TRANMISSION



STBD ENGINE WIRING AND TRANSMISSION



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VANCOUVER FS-40
ENGINE WIRING AND TRANSMISSION

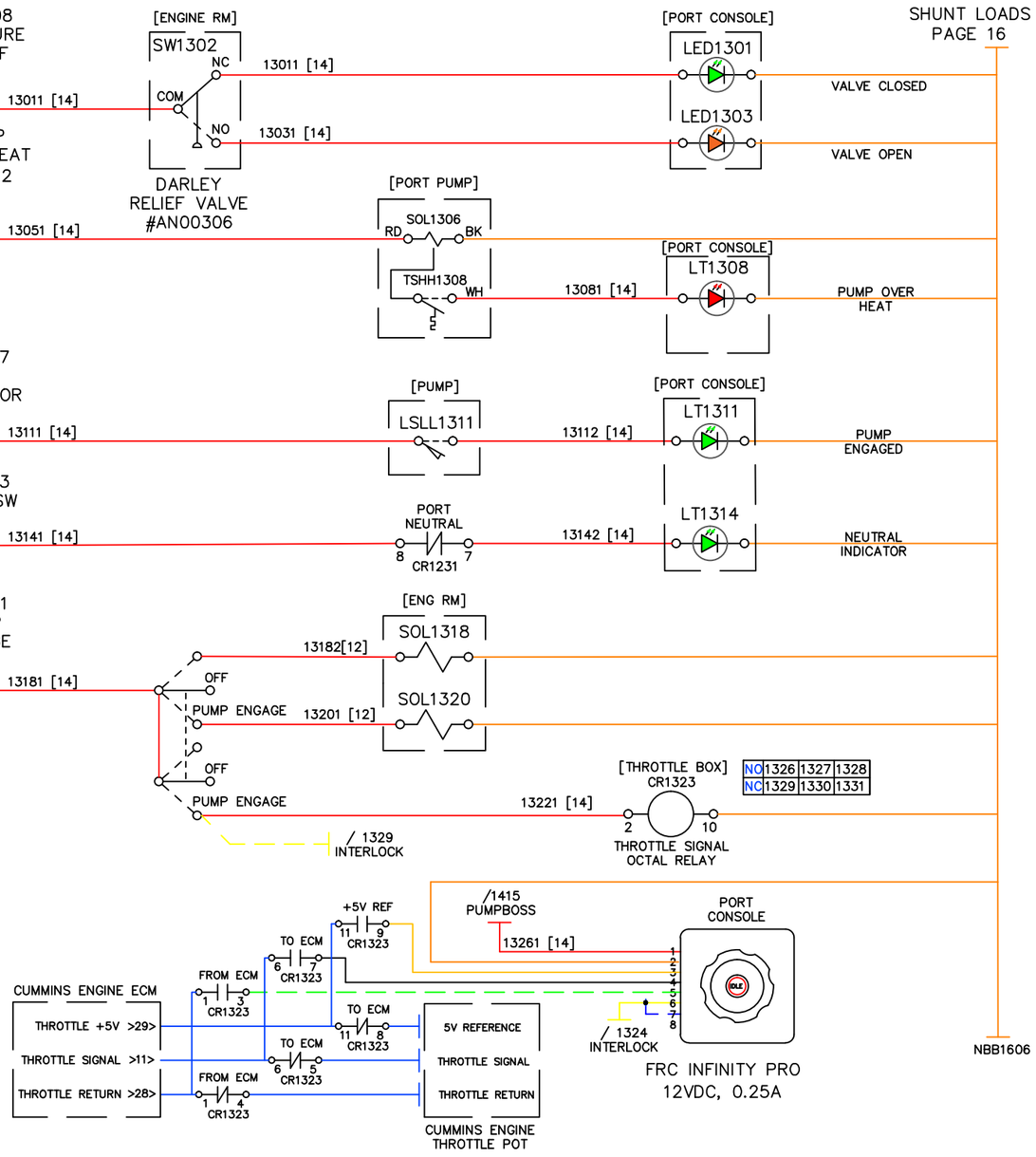
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REQUISIT	APPROVAL	

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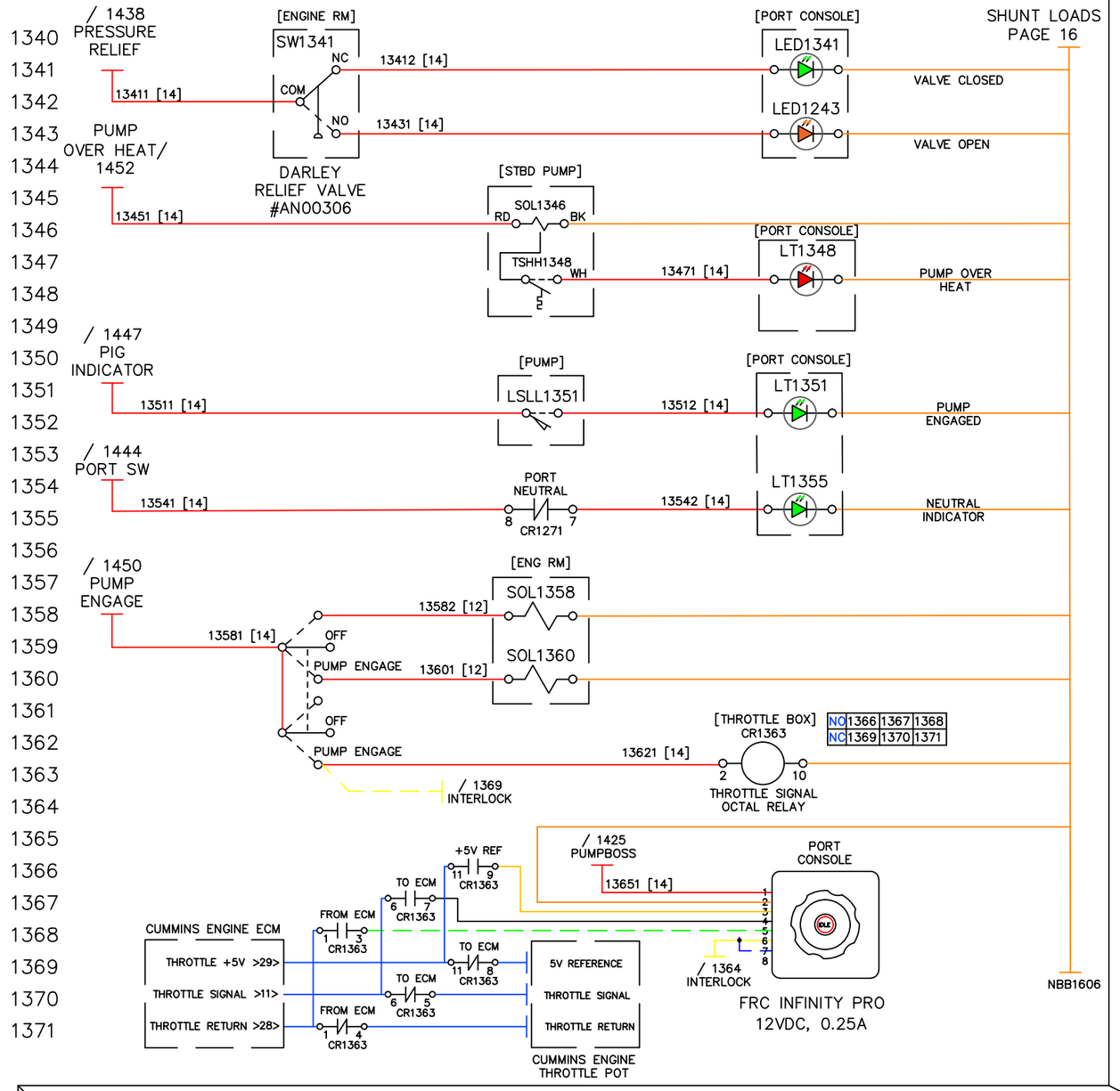
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A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 12 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

FIRE PUMP LOGIC (PORT)



FIRE PUMP LOGIC (STBD)



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VANCOUVER FS-40
FIREFIGHTING CIRCUITS 1

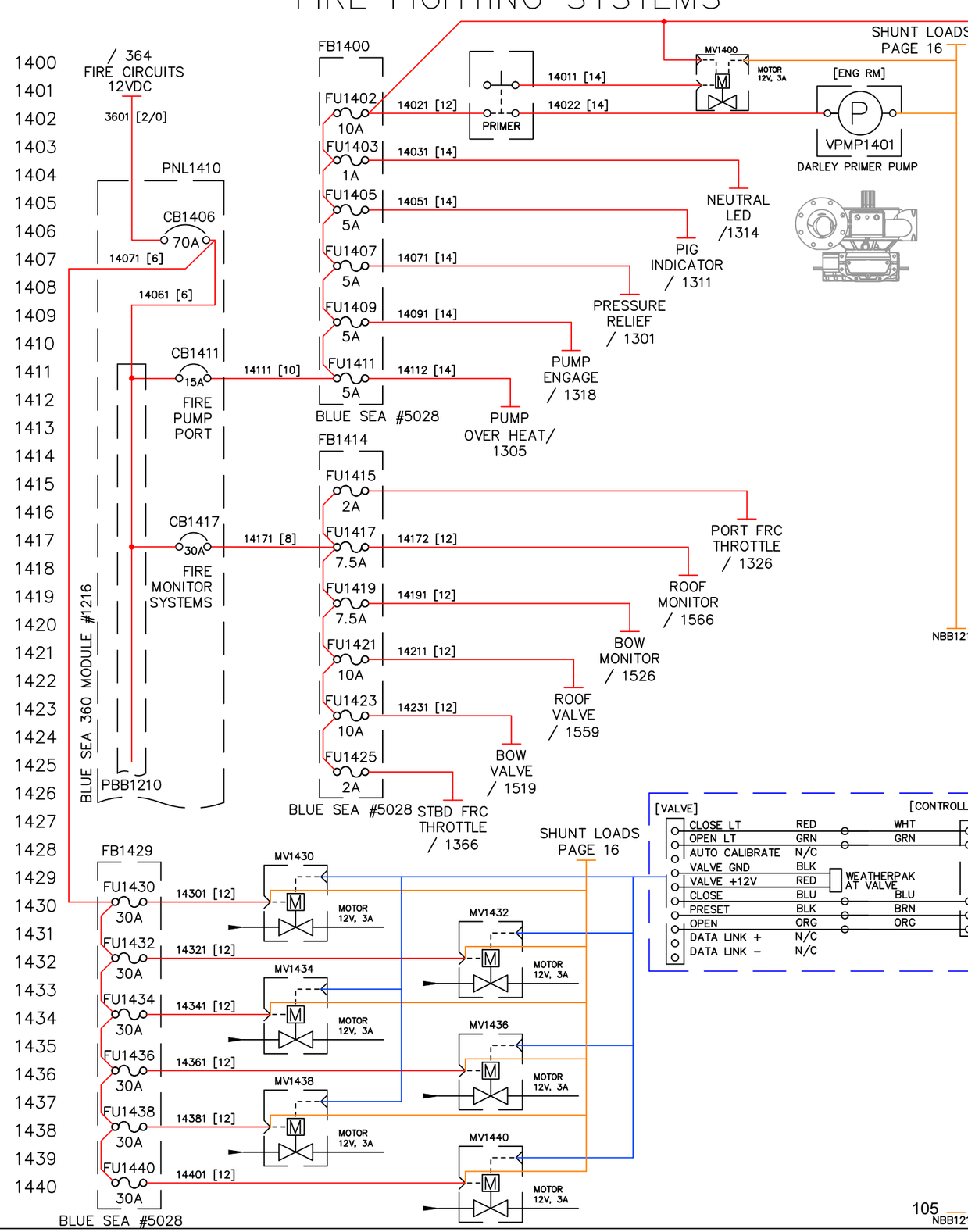
CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

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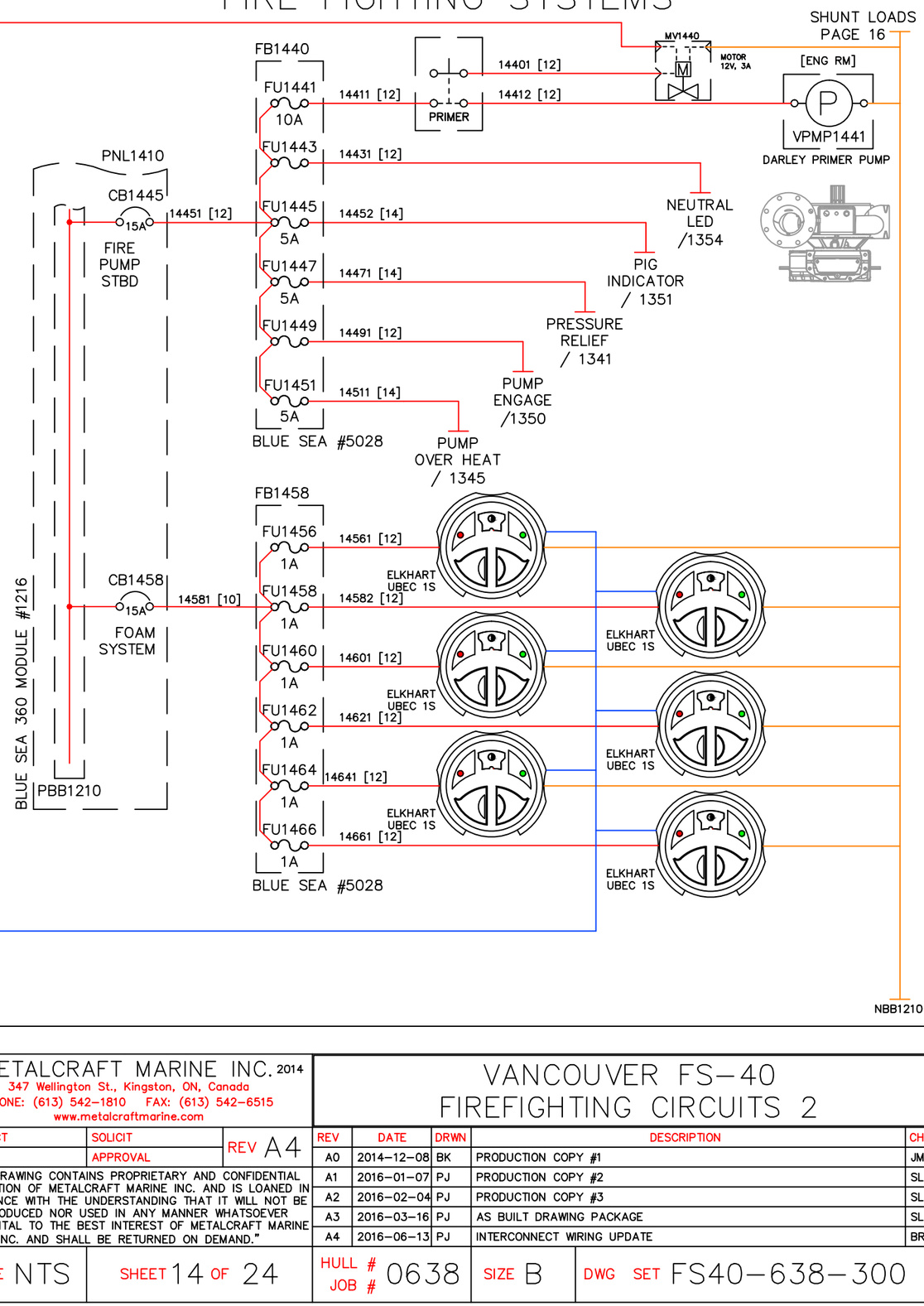
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A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 13 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

FIRE FIGHTING SYSTEMS



FIRE FIGHTING SYSTEMS



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CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

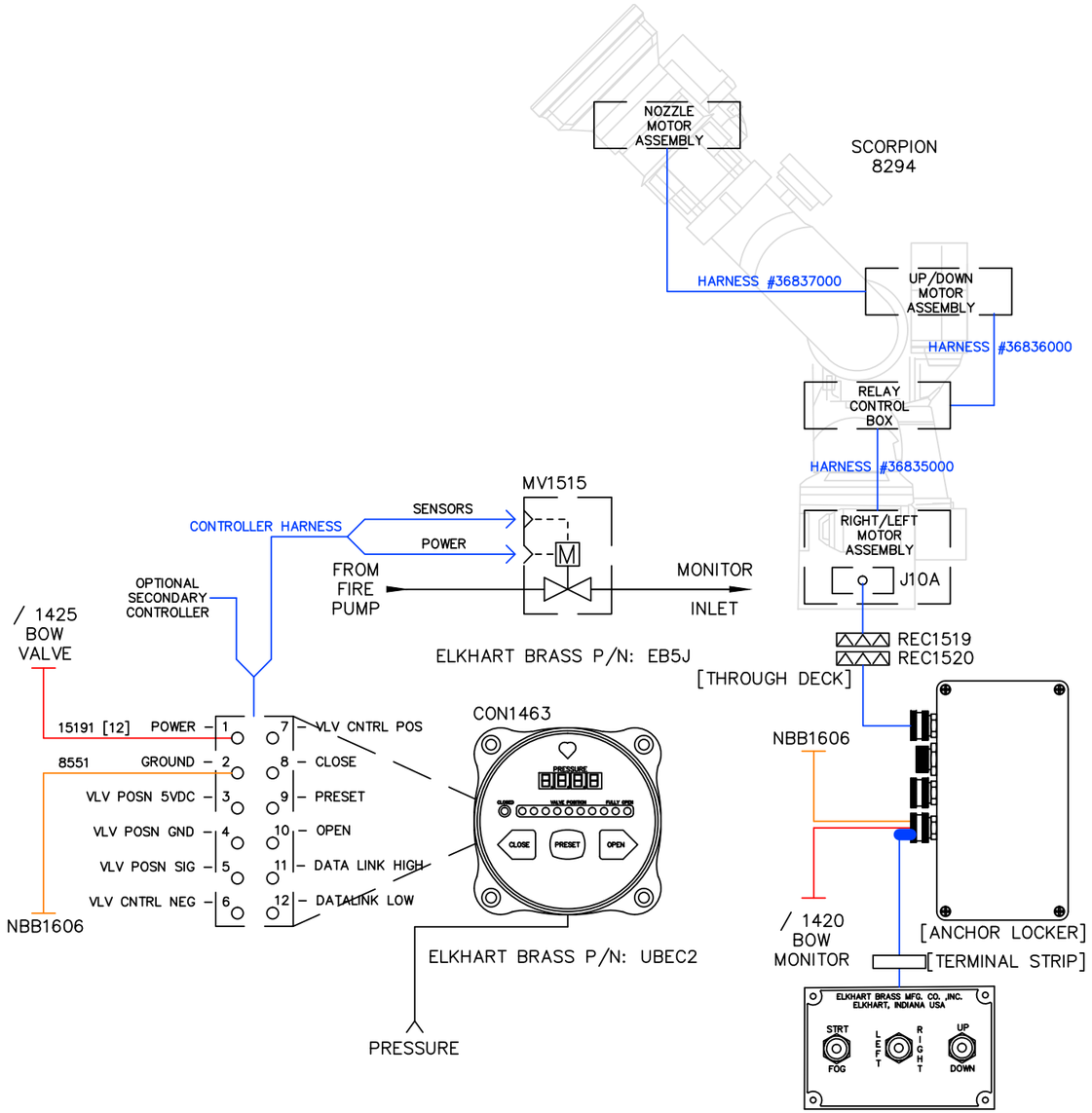
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VANCOUVER FS–40
FIREFIGHTING CIRCUITS 2

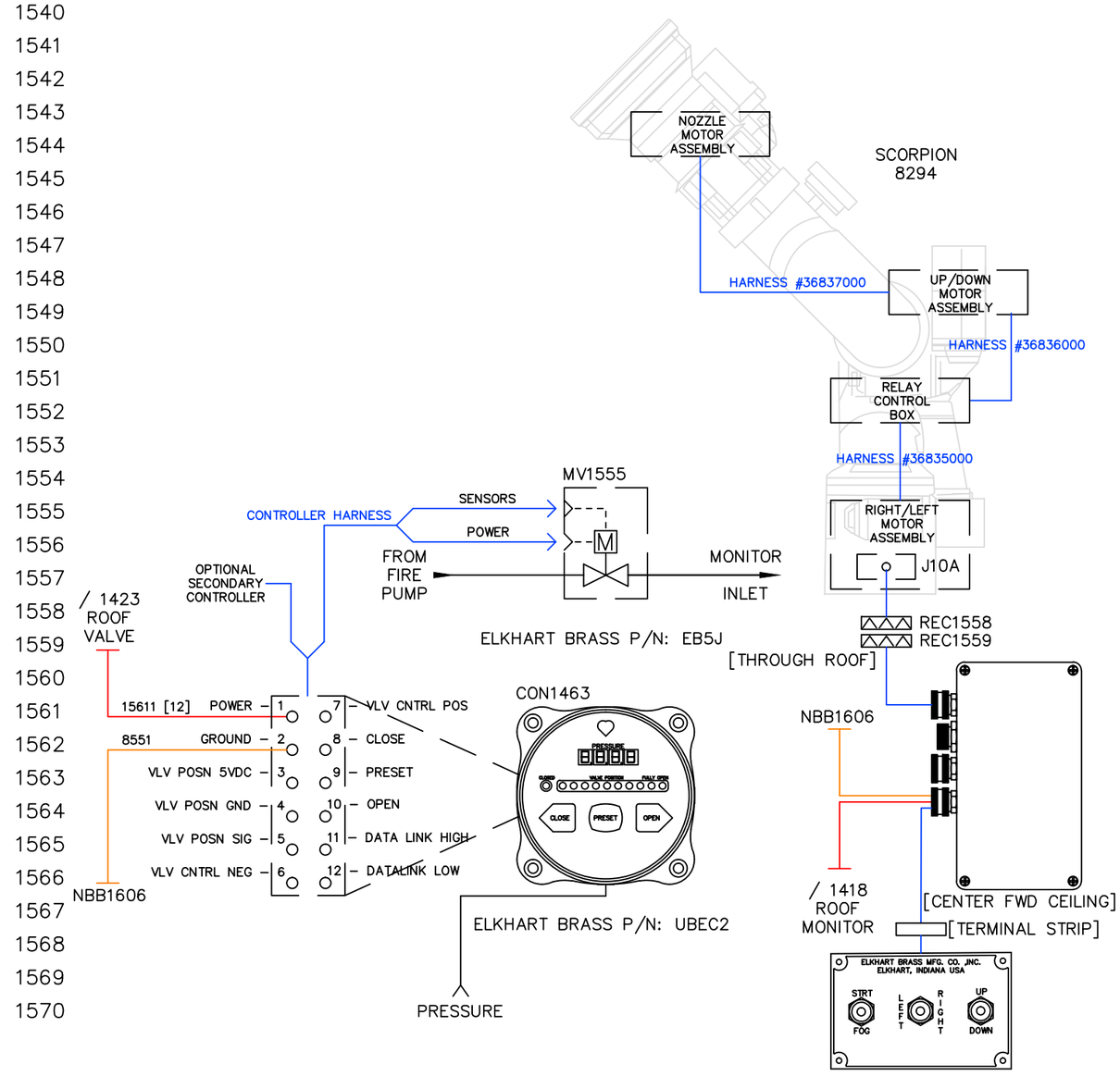
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A3	2016–03–16	PJ	AS BUILT DRAWING PACKAGE	SL
A4	2016–06–13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 14 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40–638–300

BOW MONITOR SYSTEM



ROOF MONITOR SYSTEM



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VANCOUVER FS-40
VALVES AND MONITORS

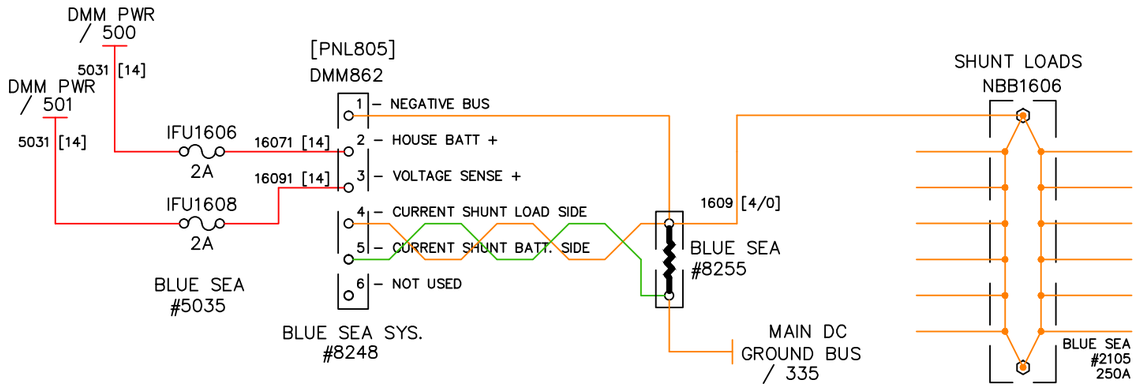
CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

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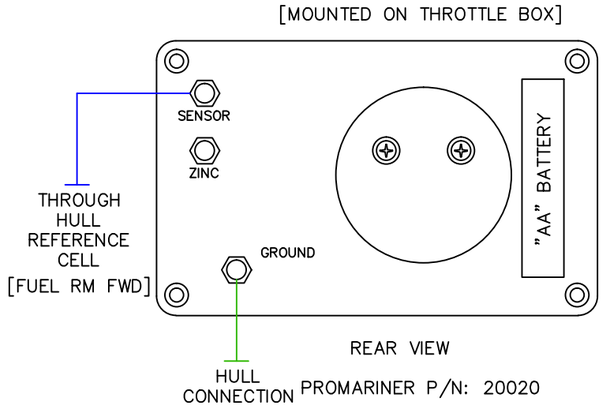
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SCALE NTS	SHEET 15 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

NEGATIVE BUS DETAILS



CORROSION MONITOR



PROMARINER P/N: 20020

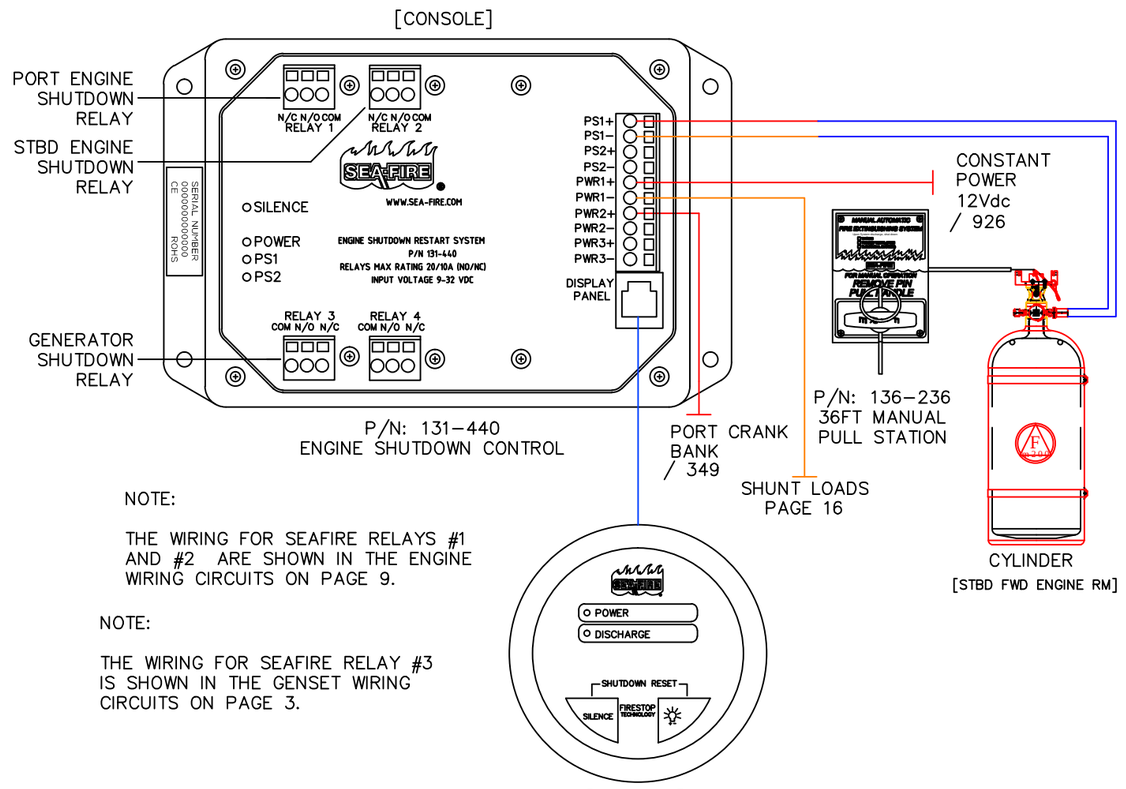
NOTES:

1 ONE "AA" BATTERY IS REQUIRED.

2 METER GROUND MUST BE CONNECTED TO HULL.

3. DO NOT CONNECT REFERENCE CELL TO GROUND.

SEAFIRE WIRING DIAGRAM



NOTE:

THE WIRING FOR SEAFIRE RELAYS #1 AND #2 ARE SHOWN IN THE ENGINE WIRING CIRCUITS ON PAGE 9.

NOTE:

THE WIRING FOR SEAFIRE RELAY #3 IS SHOWN IN THE GENSET WIRING CIRCUITS ON PAGE 3.

[CONSOLE]

P/N: 131-461
SYSTEM MONITOR

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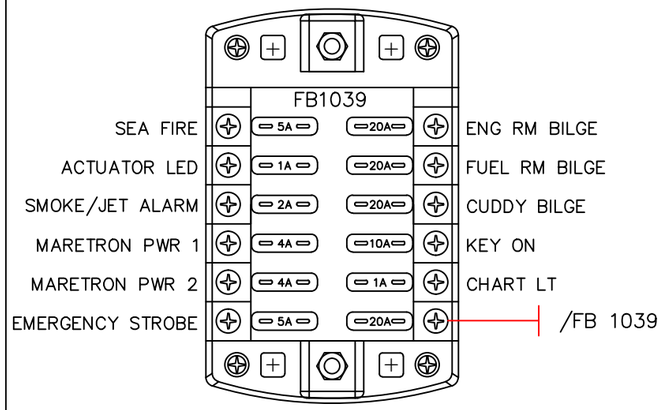
VANCOUVER FS-40
SEAFIRE & CORROSION CONTROL

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

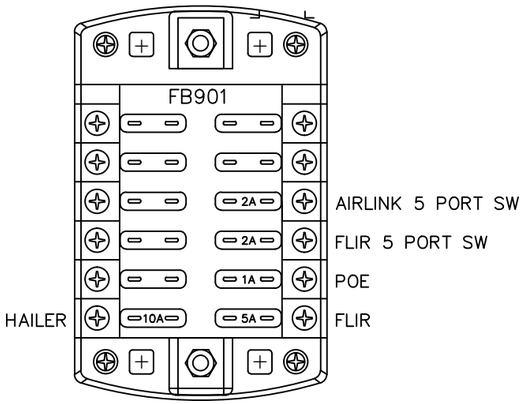
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A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

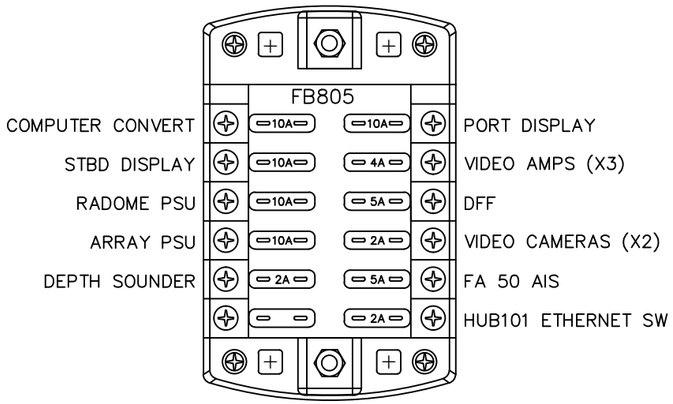
SCALE NTS	SHEET 16 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300



SOURCE
FB1071
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(CONSTANT)

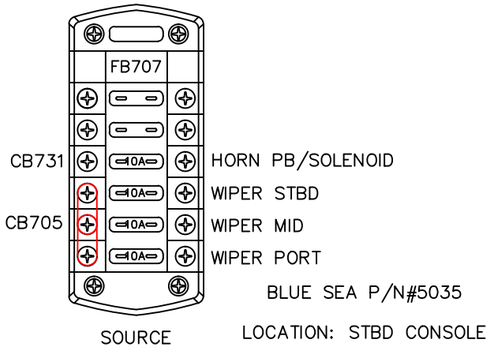


SOURCE
CB845
(COM SYSTEMS)

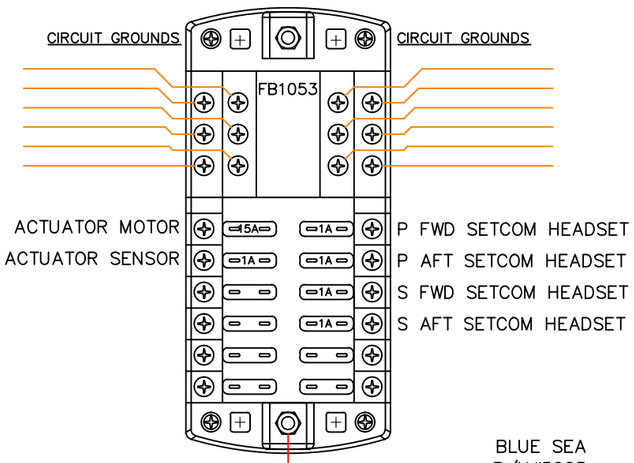


SOURCE

CB805
(NAV ELECTRONICS)



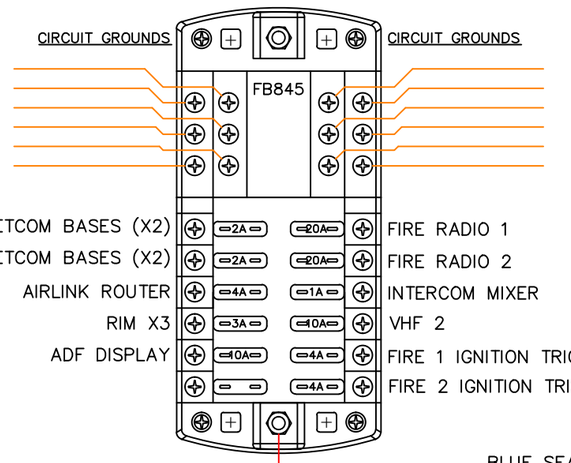
CB731(HORN)
CB705(WIPERS)



SOURCE
FB1039
FU1032
(CONSTANT PWR)

BLUE SEA
P/N#5025

LOCATION: CABIN
OVERHEAD CENTER

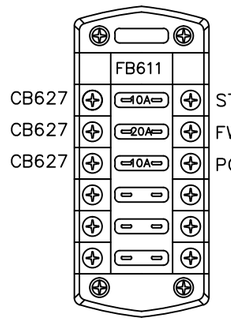


/CB 845

SOURCE
CB845
(COM SYSTEMS)

BLUE SEA
P/N#5026

LOCATION: CABIN
OVERHEAD
CENTER

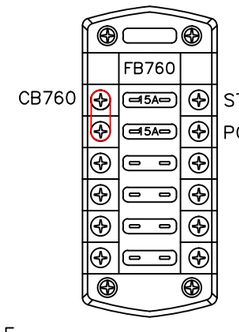


SOURCE

CB627
(SEARCHLIGHTS)

BLUE SEA P/N#5035

LOCATION: STBD CONSOLE

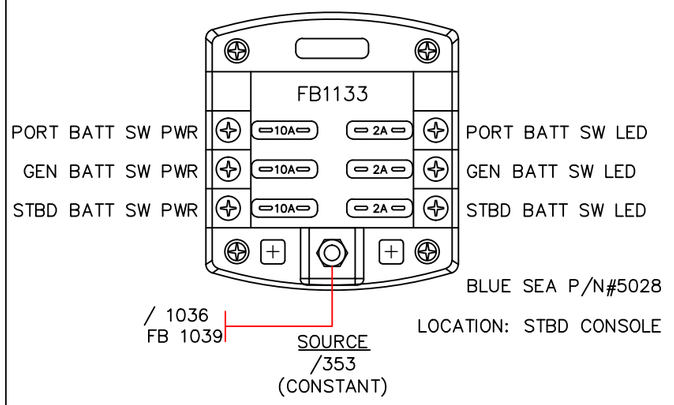


SOURCE

CB760
(CABIN HEATERS)

BLUE SEA P/N#5035

LOCATION: STBD CONSOLE

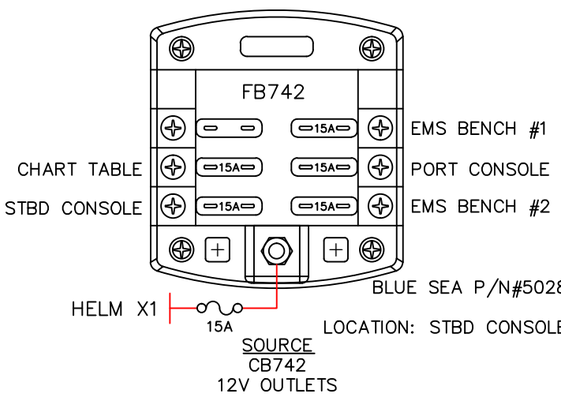


BLUE SEA P/N#5028

LOCATION: STBD CONSOLE

/ 1036
FB 1039

SOURCE
/353
(CONSTANT)



BLUE SEA P/N#5028

LOCATION: STBD CONSOLE

HELM X1
15A

SOURCE
CB742
12V OUTLETS

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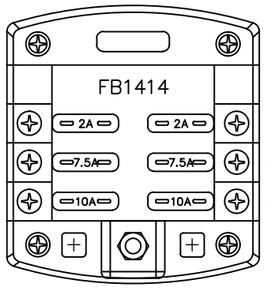
VANCOUVER FS-40
FUSE BLOCKS 1

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

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A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE NTS	SHEET 17 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

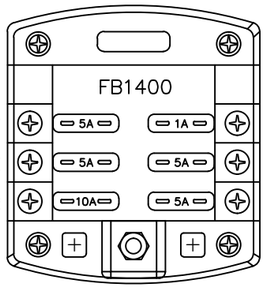


SOURCE

CB1417
(FIRE MONITOR SYS)

BLUE SEA P/N#5028

LOCATION: PORT CONSOLE

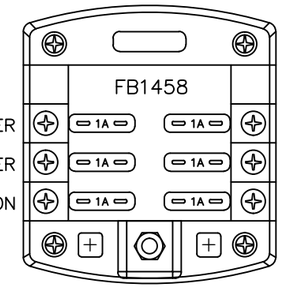


SOURCE

CB1411
(FIRE PUMP PORT)

BLUE SEA P/N#5028

LOCATION: PORT CONSOLE

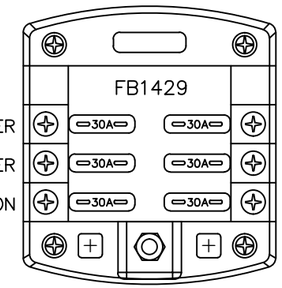


SOURCE

CB1461
(FOAM SYSTEM)

BLUE SEA P/N#5028

LOCATION: PORT CONSOLE

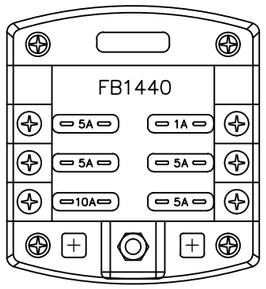


SOURCE

CB1406
(FIRE MAIN)

BLUE SEA P/N#5028

LOCATION: PORT CONSOLE

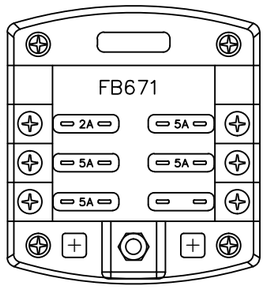


SOURCE

CB1445
(FIRE PUMP STBD)

BLUE SEA P/N#5028

LOCATION: PORT CONSOLE

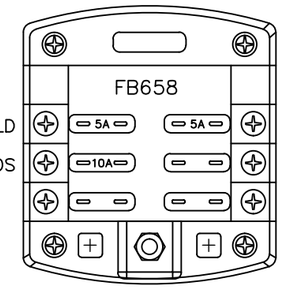


SOURCE

CB671
(CHARGER 2)

BLUE SEA P/N#5028

LOCATION: PORT CONSOLE



SOURCE

CB658
(CHARGER 1)

BLUE SEA P/N#5028

LOCATION: PORT CONSOLE

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VANCOUVER FS-40
FUSE BLOCKS 2

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

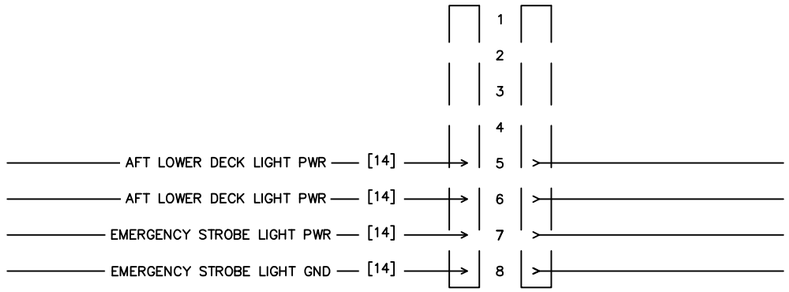
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SCALE NTS	SHEET 18 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

ARCH PLUG MODULES

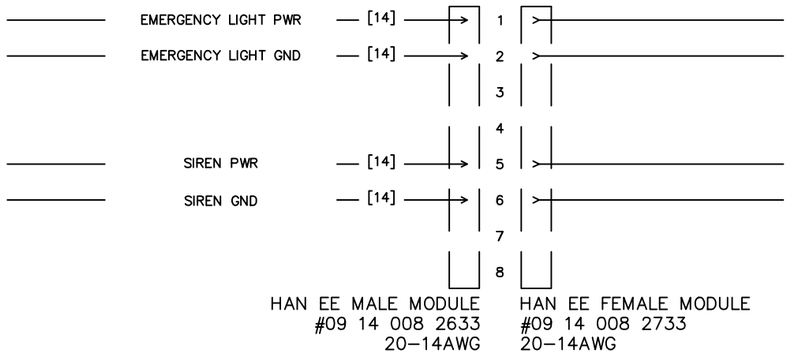
PLUG "A"



HAN EE MALE MODULE
#09 14 008 2633
20–14AWG

HAN EE FEMALE MODULE
#09 14 008 2733
20–14AWG

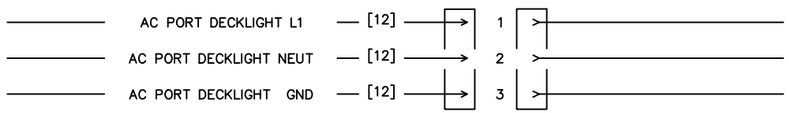
PLUG "B"



HAN EE MALE MODULE
#09 14 008 2633
20–14AWG

HAN EE FEMALE MODULE
#09 14 008 2733
20–14AWG

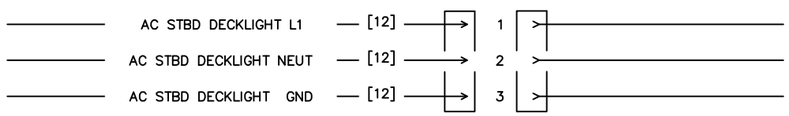
PLUG "C"



HAN C MALE MODULE
#09 14 003 2601
14–8AWG
MCM#2446, 3194

HAN C FEMALE MODULE
#09 14 003 2701
14–8AWG
MCM#2447, 3195

PLUG "D"

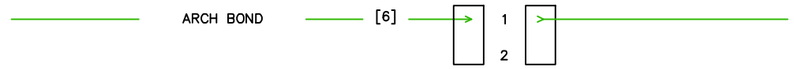


HAN C MALE MODULE
#09 14 003 2601
14–8AWG
MCM#2446, 3194

HAN C FEMALE MODULE
#09 14 003 2701
14–8AWG
MCM#2447, 3195

ARCH PLUG MODULES

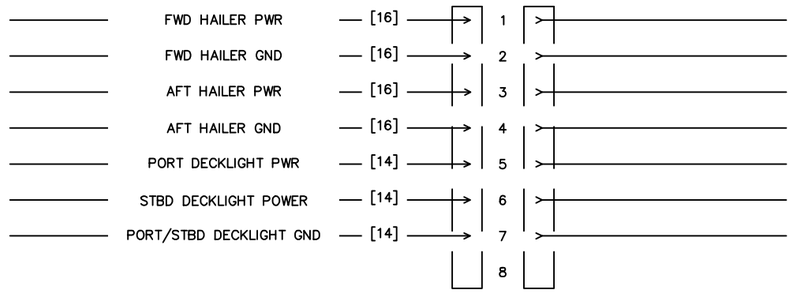
PLUG "E"



HAN EE MALE MODULE
#09 14 002 2646
6AWG

HAN EE FEMALE MODULE
#09 14 002 2741
6AWG

PLUG "F"



PLUG "G"



DEUTSCH #DTM06–6S

NOTE

1 RADAR X2 (HARNESS)AND AIS RG58 – ROOF PENETRATION CABLE CLAM

3. ADF 2 X RG58 – ROOF PENETRATION WOOD HEAD

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VANCOUVER FS–40
ARCH PLUG

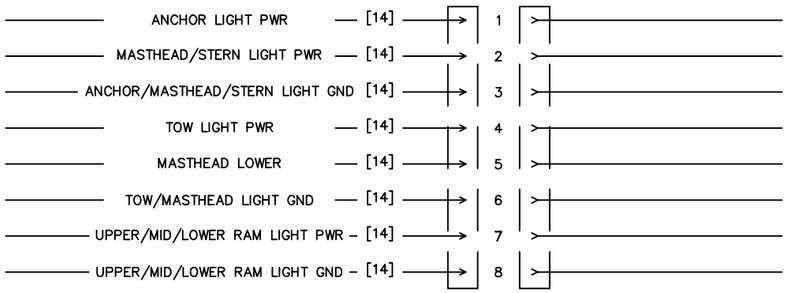
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SCALE NTS	SHEET 19 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40–638–300

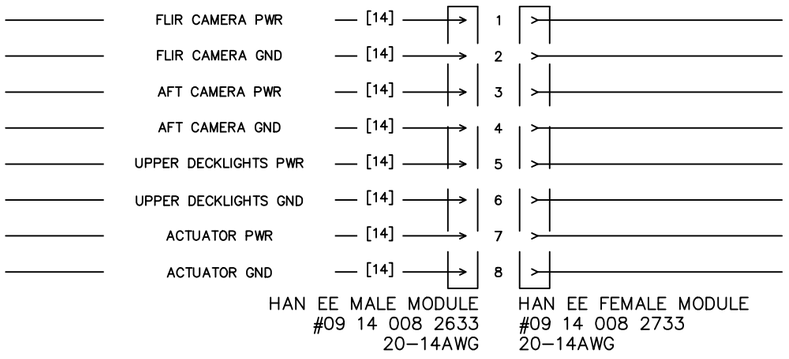
MAST PLUG MODULES

PLUG "A"



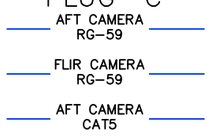
HAN EE MALE MODULE	HAN EE FEMALE MODULE
#09 14 008 2633	#09 14 008 2733
20–14AWG	20–14AWG

PLUG "B"

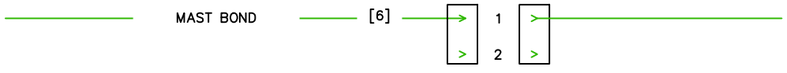


HAN EE MALE MODULE	HAN EE FEMALE MODULE
#09 14 008 2633	#09 14 008 2733
20–14AWG	20–14AWG

PLUG "C"

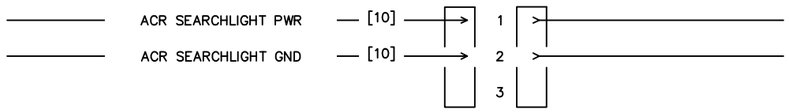


PLUG "D"



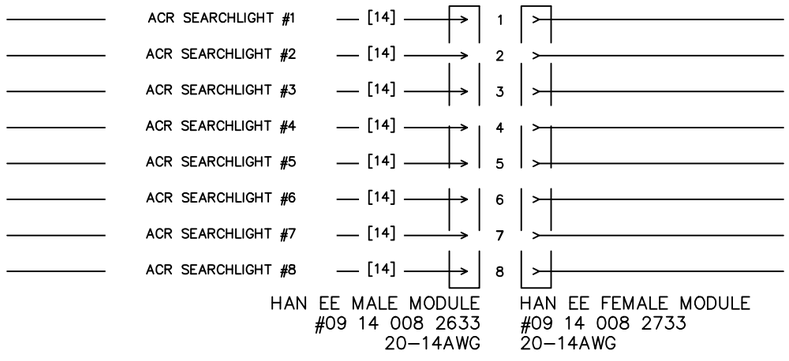
HAN EE MALE MODULE	HAN EE FEMALE MODULE
#09 14 002 2646	#09 14 002 2741
6AWG	6AWG

PLUG "E"



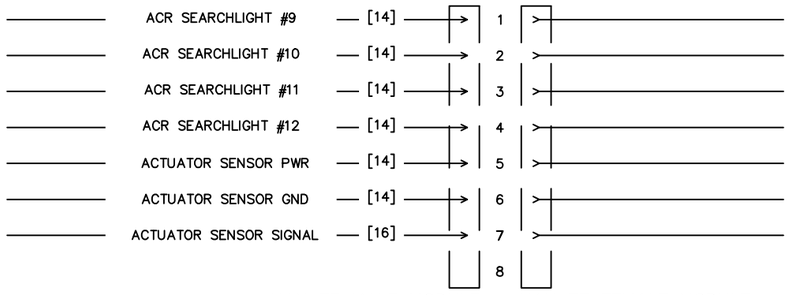
HAN C MALE MODULE	HAN C FEMALE MODULE
#09 14 003 2601	#09 14 003 2701
14–8AWG	14–8AWG
MCM#2446, 3194	MCM#2447, 3195

PLUG "F"



HAN EE MALE MODULE	HAN EE FEMALE MODULE
#09 14 008 2633	#09 14 008 2733
20–14AWG	20–14AWG

PLUG "G"



HAN EE MALE MODULE	HAN EE FEMALE MODULE
#09 14 008 2633	#09 14 008 2733
20–14AWG	20–14AWG

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VANCOUVER FS–40 MAST PLUG

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

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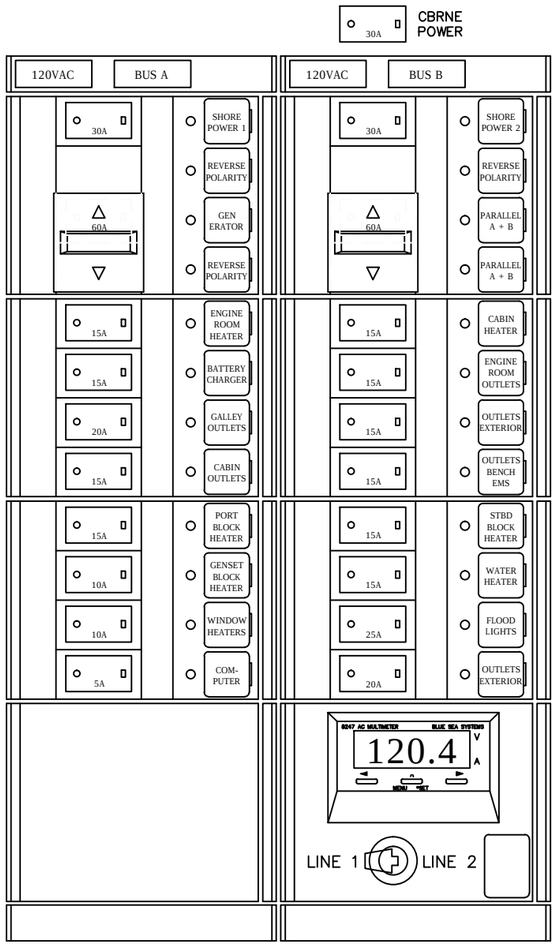
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SCALE NTS	SHEET 20 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40–638–300

AC PANEL

CHART TABLE

PANEL 400

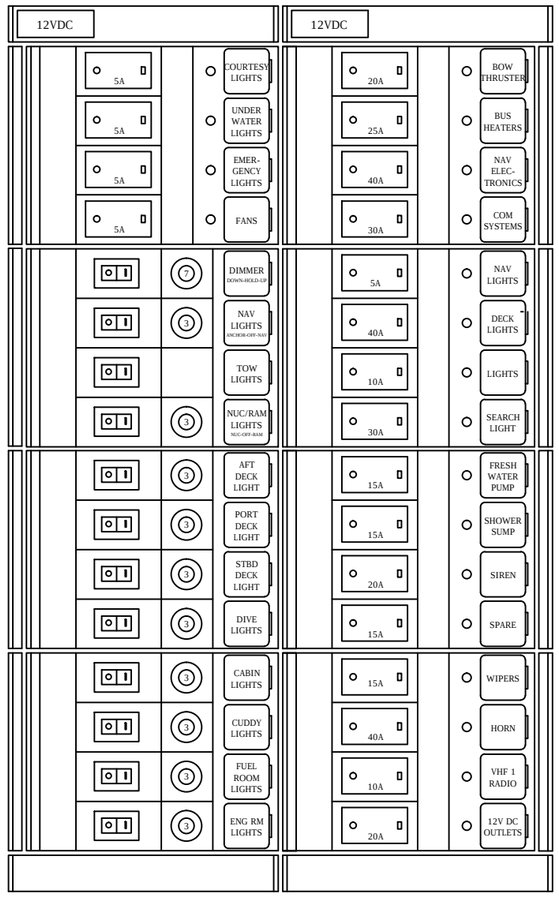


BLUE SEA 360 PANEL
SYSTEM FRAME 2X4
WITH 12V BACKLIGHTING
/ 1049

DC PANELS

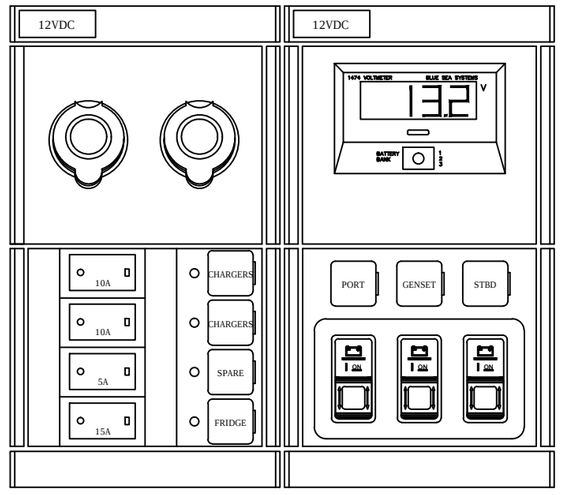
CONSOLE

PANEL 508



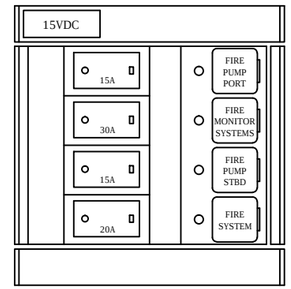
BLUE SEA 360 PANEL
SYSTEM FRAME 2X4
WITH 12V BACKLIGHTING
/ 1049

PANEL 503

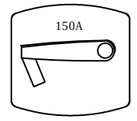


BLUE SEA 360 PANEL
SYSTEM FRAME 2X2
WITH 12V BACKLIGHTING
/ 1049

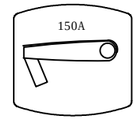
PANEL 1210



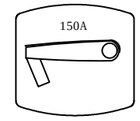
BLUE SEA 360 PANEL
SYSTEM FRAME 1X1
WITH 12V BACKLIGHTING
/ 1049



HOUSE
MAIN



HOUSE
MAIN



FIRE
MAIN

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VANCOUVER FS-40 DISTRIBUTION PANELS

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

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SCALE NTS	SHEET 21 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

Vancouver Fire Boat

Furuno and Maretron NMEA2000 System

Mast

DRS4D

FLIR M-618CS

DRS6A

AIS VHF

AIS GPS

Fire Control

FLIR JOYSTICK

FLIR POE

FLIR 5 PORT SWITCH

FA50 AIS

PSU0017

PSU012

HUB101

TO PORT OVERHEAD SCREEN

12 volt constant power LINE /1027

Helm

LH3000 Hailer

VDR100

ALM100

DSM250

Text Alarm Module

Cummins Vesselview

Heat/Smoke

Bilge Switches

Video Amp

GP330B Primary

0183 for DSC

Icom M604B VHF

IF-NMEA2K2

STBD OVERHEAD SCREEN

TZT14

Aft Deck Camera

Overhead

GPS200 Backup

SSC200

External Siren

External Strob

IF-NMEA2K2

Icom M604B VHF

PORT OVERHEAD SCREEN

TZT14

TO FIRE CONTROL KEYPAD

ER Camera

SS60SLD Xducer

DFF1

Fuel Room

Water

Waste

Port Fuel

STBD Fuel

Foam Tank

Service/Diagnostic Port

Hatteland Computer

Chart Table

Dsm 150

AIRLINK ROUTER

AIRLINK 5 PORT SWITCH

House Batteries

J1939

Onan Genset with J1939 module

Eng Room Temp Sensor

Exhaust Temp Sensor

Exhaust Temp Sensor

Battery Banks (port, stbd)

Engine Room

LEGEND

CAT 5

VIDEO

FACTORY

OTHER

POWER

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VANCOUVER FS-40 NETWORK DIAGRAM

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

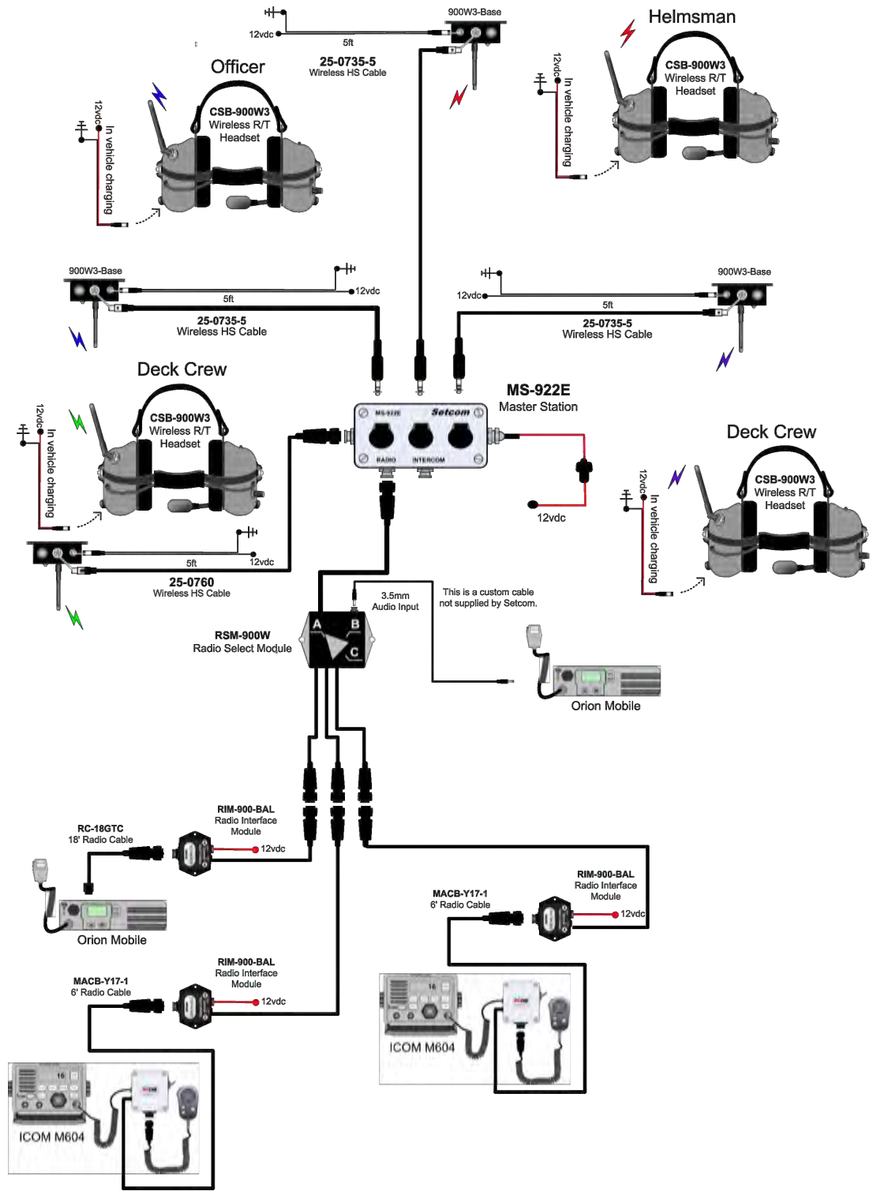
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SCALE NTS	SHEET 22 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300

Setcom
www.setcomcorp.com

System 922E
Vancouver Fire Boat



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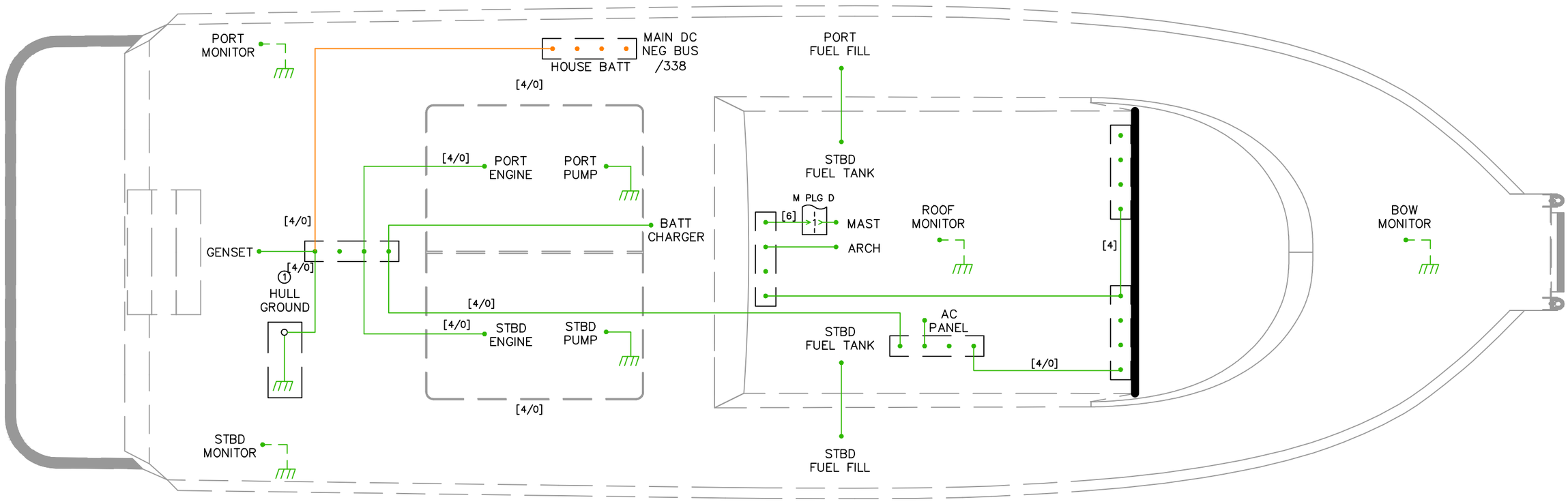
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VANCOUVER FS-40
SETCOM CONNECTIONS

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

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SCALE NTS	SHEET 23 OF 24	HULL # / JOB # 0638	SIZE B	DWG SET FS40-638-300



NOTES:

1. ONE HULL GROUND ONLY.

2. ARCH AND MAST NEED TO BE BONDED.

3. MONITORS MAY NOT REQUIRE LOCAL BONDING CABLE.

5. RESISTANCE BETWEEN HULL AND ALL METALLIC COMPONENTS SHOULD BE LESS THAN ONE OHM. BOND LOCALLY IF REQUIRED.

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347 Wellington St., Kingston, ON, Canada
PHONE: (613) 542-1810 FAX: (613) 542-6515
www.metalcraftmarine.com

VANCOUVER FS-40 BONDING SYSTEM

CONTRACT	SOLICIT	REV A4
REQUISIT	APPROVAL	

"THIS DRAWING CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF METALCRAFT MARINE INC. AND IS LOANED IN CONFIDENCE WITH THE UNDERSTANDING THAT IT WILL NOT BE REPRODUCED NOR USED IN ANY MANNER WHATSOEVER DETRIMENTAL TO THE BEST INTEREST OF METALCRAFT MARINE INC. AND SHALL BE RETURNED ON DEMAND."

REV	DATE	DRWN	DESCRIPTION	CHKD
A0	2014-12-08	BK	PRODUCTION COPY #1	JM
A1	2016-01-07	PJ	PRODUCTION COPY #2	SL
A2	2016-02-04	PJ	PRODUCTION COPY #3	SL
A3	2016-03-16	PJ	AS BUILT DRAWING PACKAGE	SL
A4	2016-06-13	PJ	INTERCONNECT WIRING UPDATE	BR

SCALE	SHEET	HULL # / JOB #	SIZE	DWG SET
NTS	24 OF 24	0638	B	FS40-638-300

Planning Scenario and Best Delivery Offered

We have included a snip of our production schedule to show when we can start your new boat which is approximately December of 2024 with delivery approx. end of May 2025.

This is subject to no other unexpected orders coming in ahead of you. We have pending orders from the Defense Innovation Unit, RCMP and CCG Auxiliary, we have accounted for another San Diego 43/44 and Solomon Islands 43/44.

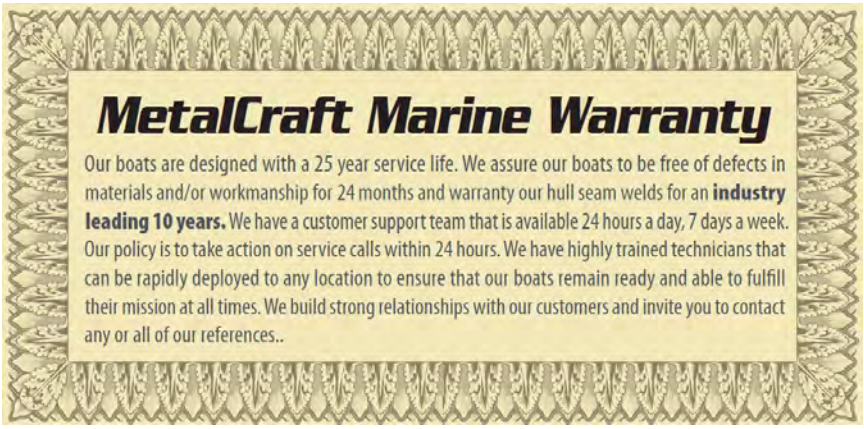
MetalCraft Mar



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METALCRAFT MARINE WARRANTY

MetalCraft Marine Inc. (MCM) guarantees that the craft sold to the Buyer shall at the time of delivery, be free from defects in materials and/or workmanship. Such guarantees by the contract and MCM shall be in force for a **twenty four (24) month** period from the date that the vessel enters service. MCM warrants its hull assembly and welds for a **ten (10) year** period from the date the vessel enters service.



MCM makes no guarantee with respect to accessories or equipment manufactured by others, but hereby extends the manufacturer's guarantee, if any, to the Buyer. The propulsion system components carry a separate guarantee by their individual manufacturer's which transfer to the Buyer. These individual guarantees are included in the Buyer's manual's package. MCM assumes no liability for defects found with this equipment. Any malfunction within the propulsion system should be reported to the original equipment manufacturer (OEM) directly or to its local dealer or representative. The manual's package will include phone or fax numbers for contacts.

The Buyer will notify MCM of any defects that are discovered within the warranty period. The Buyer shall report the defect on the warranty claim form found in the manual. Whenever practicable, the Buyer shall, in addition to giving MCM notice of any defect, afford MCM an opportunity to examine the defect or provide evidence of the defect to MCM. Within a reasonable time after such notice MCM shall expeditiously proceed to correct the defect.

Should it not be possible or expeditious for the Buyer to return the defective part to MCM, MCM will authorize a local service center or the customer to carry out the necessary repairs, or send MCM employees to the craft's location at MCM's option. MCM's liability for a repair in the field shall not exceed the cost of repair had the work been conducted at MCM's building facility. The warranty period for the replaced or corrected supply shall remain in effect for one year.

MCM shall have no liability for defects caused by abuse, negligence, or collision occurring, non-approved operations in ice after transfer of title from MCM, or with respect to parts that have been altered or repaired by anyone other than MCM or its nominee.

For immediate service call the numbers listed below:

MetalCraft Marine Inc., North America toll free: **1-800-410-8464**

MetalCraft Mar

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WARRANTY CLAIM FORM

(1) Vessel Type and HIN	(1A) Warranty Item Number	(1B) Warranty Claim Date
(2) BRIEF DESCRIPTION OF WARRANTY claim (include part number identification and equipment manufacturer's name if possible, date of failure, boat location, name of point of contact with telephone and FAX numbers and e-mail address, and all necessary documentations i.e., pictures)		
(3) ACTION TAKEN TO DATE		
(4) RECOMMENDED FURTHER ACTION		
(5) SIGNATURE (PROJECT MANAGER)	**(5A) SIGNATURE (WARRANTY ENGINEER)**	
(6) DISTRIBUTION: CCC, WMI, PWGSC.		

Key Warranty Terms for Major Components

These are the key item Warranty terms;

Hull weld warranty,	10 years
Engines warranty,	3 years
Electronics warranty,	3 years
Wing Collar,	3 years + 2 years limited
All other items,	2 years

Expected boat life to major refit,25 years

MetalCraft Marine
INCORPORATED

22620 Fisher Road Watertown New York, 13601 - 347 Wellington Street, Kingston Ontario, K7K-6N7

Feb 20-2024 | **Mobile Fire Rescue** | **Interceptor 8M** | Quote valid for 30 days

Standard Features
GSA Contract No. 47QSWA20D000E

METAL HULL — $46,270.12

The Interceptor 8M comes complete with 1/4"" bottom and 3/16" hull sides. The deck is 3/16" non-skid plate. The entire vessel conforms to ABYC standards. Furthermore, the boat meets USCG CFR 46. The cabin has great visibility with large windows. The vessel is designed to ISO 12215 structural standards, CVategory B and to ISO 12217 stability standards as required by US Navy and USCG. The Interceptor includes a full MetalCraft Marine 10 year hull warranty.
GSA price is for hard sided hull, no collar attachments.

Non GSA Items

Welded collar extrusions	$1,800.00

METAL OTHER — $34,702.04

	Labor	Materials	Qty	
Superstructure				
GSA options				
	HEAVY DUTY ALUMINUM T TOP W/ UPPER E BOXIncluc	6' 10" headroom T-top with side and rear curtain tracking for enclosure & Windshiled and ov/hd ebox	1	$8,765.74
	Center console with hatch	Interceptor console with hatch	1	$5,375.95
	Dive Doors port & STbd lift out (SET of 2)	MCM lockable pin locks 5 second removal 23" wide	1	$4,594.46
	Hinged or mounted dive ladder large	Wynne SS ladder with lock inserts P&S	1	$1,874.06
			1	
	Console Seat box/storage	each $1812.39	2	$3,624.80
	Removable bilge floor/soft patch	Over fuel tank	1	$1,933.30
	Storage seat to port	To house tactical equipment backboar in behind	1	
	O/B guard		1	$2,100.10
	Tow post small		1	$1,269.52
	Trialer bow eye	aluminum eye	1	
	Grab rail package HD	Mounted under T-top and on console	1	$1,570.58
	Handrails aft around cockpit deck (SET of 2)	MCM standard design	2	$3,593.53
Non GSA Options				
	Fuel tanks brackets	See Systems for tank & install	4	$848.76
	Drain pipe scuppers	3" pipe	2	$226.56
	Aft Lazarette locker	Open storage under for hose storage	1	$1,681.80
	Pipes for witre/cable ways	Mounted under console and under deck	1	$210.15
	Added width of dive doors to 32"		2	$767.40

PROPULSION — $106,462.00

	Labour	Materials	QTY
Non-GSA Options			
	Engine Installation shipset	Suzuki 300 HP V-6 30" legs	2
	OEM Controls and Gauges	Suzuki pre rig	1
	Fluids	Misc-oil,fuel,	1
	Props	Confirm props	2

SYSTEMS					$8,928.53
	Labour	Materials	QTY		
GSA Options					
Fuel System	Fuel tank 100 USG		1		$1,632.24
	Fuel System single tank twin engines		1		$2,521.68
	Wiring and Switches	Test switch	1		
	Fuel shut off with T handles	Parft of system	1		
Steering System	Fuel fill and vent	Part of ystem	1		
	Hyd steering with power assist steering upgrade		1		$3,263.27
	Wash down raw water		1		$1,511.34
Non-GSA Options					
Fire System					
	Fire pump	Hale 450	1	$13,668.00	
	Suction hose	2 1/2" non collapsable 12'	1	$561.63	
	Gated Wye		1	$1,258.82	
	Portable streammaster	TFT	1	$2,770.00	
Bilge system	Bilge Pumps	2000 GPM bilge pump	1	$649.00	
	Installation hardware		1	$527.00	
	Wiring and Switches	Test switch	1	$191.00	
	Zipwake trim controllers	Model TBD	1	$3,661.00	

FITOUT					$41,760.99
	Labour	Materials	QTY		
GSA Options	Foam Flotation small /medium		1		$3,142.37
	DEck non-skid, paint, sandblast or safety walk	Sand blasted decks for non-skid and bottom	1		$3,324.94
	Paint, bottom anti-foul 2 coats w/epoxy primers, medium	Justus epoxy primers and anti fouling bottom only	1		$4,171.28
	Interior cabin paint Zolatone		1		$1,632.24
	Anti-fatigue cabin flooring No Traxs rubber	Across all weather decks for personnel safety	1		$2,684.13
	Tank brackets	Included in GSA C/Console			
	Mariner suspension seats with arm rests adjustable height/tension (SET of 2)	Rubber mounted 3 sided	1		$3,044.37
	Foam Collar 8M Wing				$23,097.79
	Cleats 10" welded aluminum (SET of 6)	See Metal other			$663.87
Non GSA Options					
	Aft raised bench seat integral to gun locker storage		1		
				$1,313.70	
	Anodes	Anodes with al. brackets	3	$330.99	
	Life ring	24" with poly line	1	$289.00	

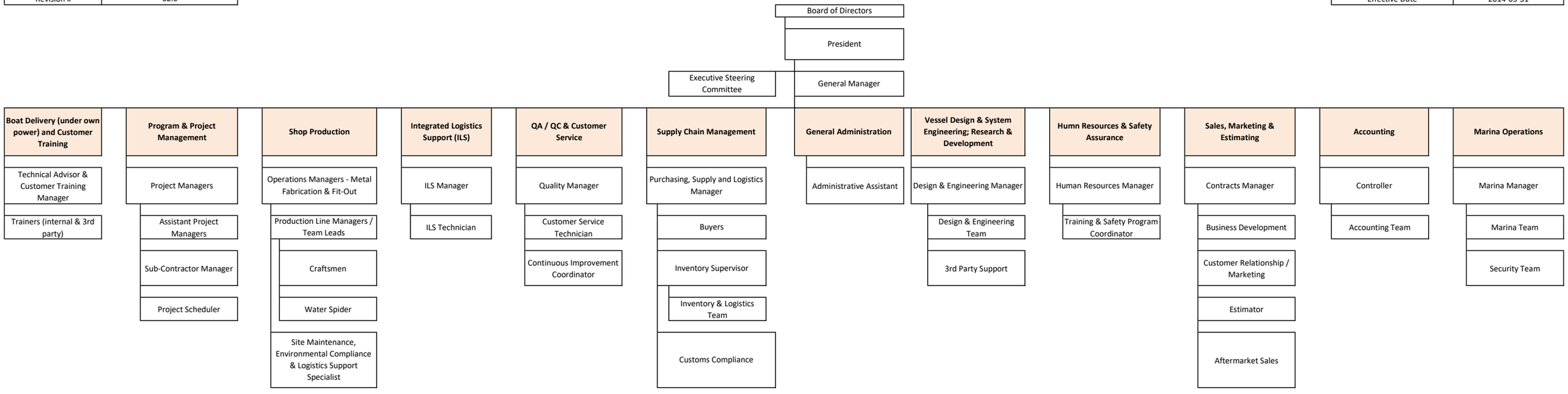
ELECTRICAL					$34,337.82
	Labour	Materials	QTY		
GSA Options					
	Base dual engine system w/2 Alts/3 Batt isolator, includes 8 brkr Blueseas switch panel w/integrated breakers, core heavy battery cabling, 3 batts 2 start and 1 house loads, mainbatt switches, dual USB 12VDC plug, alternator charging circuitry, house wiring circuitry, and start bank circuitry, all marine grade UL approved tinned copper wiring with labelled ends and installed to ABYC standards.				
	Navigation Lights	Colregs std lits	3		$13,159.50
	Electrical labeling& schematic	MCM Standard	1		$3,083.12
	Underwater lights (SET of 2)	Green	2		$5,272.50
	emergency lights Whelen Mini Edge Freedom (SET of 3)		1		$2,781.25
	Radar Stump		1		$429.36
	Base system, includes 9" MF Display chartplotter Q24C radar 4 KW radar 18", SS60 transducer		1		$9,612.09
Non-GSA Options					
	Noco 15 Amp marine charger	Mounts on boat	1	$570.84	
	FLIR	M-332	1	$15,100.00	
	Laurus	Mini rad	1	$3,691.00	
	Compass	Ritchie B-51	1	$249.00	
	VHF Antenna	Shakespeare 5225XT	2	$688.00	
	VHF	Ray 53	2	$1,452.78	
	Supply andinstall Raymarine 12" display	Ray Axiom Pro 12" display	1	$6,134.00	
	Supply and install side scan sonar	With dual transducers	1	$3,380.00	
	Raymarine AIS	AIS 5000	1	$9,062.00	

MISCELLANEOUS					$2,599.50
	Labour	Materials	QTY		
GSA Options	Pre delivery Inspections and trials	Fuel, logging data	1		$2,599.50
	Inspection	Covered by customer			
	Manuals	2 copies COTs manuals	2	161	
	Weighing of Boat		1	208	
	Training - Dana	Training person expenses	1	3660	
	Loading and prep	Shrink wrap	1	1306	
	Preliminary Acceptance at facility		1		
	Drawings	As Built Dwg Package	1	560	
	Cleaning and prep for shipping	WEst marine	1	1735	
	Labelling		1	539	
	Aluminum trailer	Twin axle aluminum	1	$15,832.00	
		Total Price (Above Configuration)		**$370,144.61**	
		Freight FOB to Mobile		$6,000.00	
		Grand Total		**$376,144.61**	
		Special Discount for City of Mobile		($12,000.00)	
		Total after discount		**$364,144.61**	

MetalCraft Marine Incorporated
ORGANIZATION CHART

Document #	ANNEX-001
Revision #	02.0

Owner	General Manager
Effective Date	2014-05-31



Revision History

Revision #	Description	Date
00.0	Initial formal publishing	2014-01-14
01.0	Updated to reflect new positions & reporting structure	2014-03-18
02.0	Added department description above each manager	2014-05-31

MetalCraft Marine INCORPORATED

QUALITY RECORDS INDEX

Part A: INTRODUCTION

This Index is to be used as a checklist for QA documents relating to the build of the vessel and its installed components. Information contained within this document is proprietary and is not to be duplicated, shared, or transmitted without the express permission of MetalCraft Marine Inc.

If an Acceptance Test Item Fails, record evidence of the problem, including a photo when possible. Correct the item, and repeat the test until acceptable results are obtained. ALL TEST results must be included. ALL AUDITS once completed must be marked "All items noted deficient have been corrected" with the signature of the supervisor and the date signed - prior to the supervisor uploading the file to location given below indicated as "signed".

Part B: Project Details

Project Manager:	Shop Supervisors:	Date:
Project Number:	Project Name:	Customer Contact:
Hull ID Number:	Vessel Name:	

Part C: Documents To Be Attached

Check	Publisher	Doc	Title	Completed file name and location
			Contractual Verification	
	MCM Project Manager	VRM	Verification of Requirements Matrix	
	MCM Project Manager		Quality Records Index (this document, completed)	S:»"JOB#"»QA»QA Binder»"Job#"- Quality Records Index
			Metalwork	
	MCM Shop Supervisor	036	Jig Setup Report	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"-036 Jig Setup Report
	MCM Shop Supervisor	089	Construction Report	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"-089 Construction Report
	MCM Shop Supervisor	094	Tie down and lifting lug Installation Report	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"-094 Lifting and Tie down Report
	MCM Shop Supervisor	TR-002	Tank & Sealed Compartment Pressure Test Report	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"-TR-002-strake "1" "2" "3" etc
	MCM Shop Supervisor	iAudit	Pre-Plate Inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#" Pre Plate signed
	MCM Shop Supervisor	iAudit	Pre-Roll Inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"-Pre Roll signed
	MCM Shop Supervisor	iAudit	Post-Roll Final Inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"-Post Roll Final signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Mid-Aft inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- SP MID AFT signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Mid-Fwd inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- SP MID FWD signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Mid inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- SP MID signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft patch Aft inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- SP AFT signed
	MCM Shop Supervisor	iAudit	Sub-assy - Soft Patch Fwd inspection	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- SP FWD signed
	MCM Shop Supervisor	iAudit	Sub-assy - Lazarette box	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- LAZ signed
	MCM Shop Supervisor	iAudit	Sub-assy - Radar Arch	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- ARCH signed
	MCM Shop Supervisor	iAudit	Sub-assy - Engine Guard	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- EGUARD signed
	MCM Shop Supervisor	iAudit	Sub-assy - Collar Clamps	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- COLLAR RET signed
	MCM Shop Supervisor	iAudit	Sub-assy - Console	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- Console signed
	QA Manager	iAudit	Metalwork Process Verification	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- Metalwork Process Audit Signed
			Coatings and Metal Finishes	
	Vendor	090	Metal Finish Spec Sheet and Application Report	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- Paint Report
			Outfit	
	MCM Shop Supervisor	TR-002	Tank & Sealed Compartment Pressure Test Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-002 "Tank1" etc
	MCM Shop Supervisor	TR-003	Fuel System Dry page 1	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-003
	MCM Shop Supervisor	TR-003-2	Fuel system Dry page 2	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-003-2
	MCM Shop Supervisor	TR-004	Hydraulic Steering Pressure	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-004
	MCM Shop Supervisor	TR-005	Hydraulics Systems Pressure	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-005
	MCM Shop Supervisor	TR-006	Vessel Dimension Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-006
	MCM Shop Supervisor	TR-007	Bilge Test Dry Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-007
	MCM Shop Supervisor	TR-009	Bilge Blower Test Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-009
	MCM Shop Supervisor	TR-010	Battery Test Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-010
	MCM Shop Supervisor	TR-011	Electrical Test Report 1	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-011
	MCM Shop Supervisor	TR-012	Water Ingress Test Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-012
	MCM Shop Supervisor	TR-014	Steering Test Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-014
	MCM Shop Supervisor	TR-015	Fuel System Wet	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-015
	MCM Shop Supervisor	TR-016	Accessory & Safety Inspection Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-016
	MCM Shop Supervisor	TR-017	Tube Set	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-017
	MCM Shop Supervisor	TR-019	Navigation Light Inspection Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-019
	MCM Shop Supervisor	TR-020	Lifting Test Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-020
	MCM Shop Supervisor	TR-021	Electronic Navigation Systems Verification Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-021
	MCM Shop Supervisor	TR-022	Weight Test	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-022
	MCM Shop Supervisor	TR-024	Seating Test Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-024
	MCM Shop Supervisor	097	Hydraulic System Flush Report	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"-097
	MCM Shop Supervisor	TR-033	Cockpit Drainage	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-033
	MCM Shop Supervisor	TR-032	Piping System Pressure Test	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-032
	MCM Shop Supervisor	TR-034	Bilge System Wet	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-034
	MCM Shop Supervisor	TR-035	Pull testing	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-035
	MCM Shop Supervisor	TR-036	Blackout system	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-036
	MCM Shop Supervisor	TR-037	Electrical Test Report 2	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-037
	MCM Shop Supervisor	TR-038	Bent parts verification	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- TR-038
			Certificates and Certifications	
	MCM PM	CERT-001	Lifting Points Certification	S:»"JOB#"»QA»QA Binder»Certificates and Certifications»JOB#"- CERT-001 Lifting points
	MCM PM	CERT-002	Vessel Weight Certification	S:»"JOB#"»QA»QA Binder»Certificates and Certifications»JOB#"- CERT-002 Weight
	MCM PM	3rd Pary	Attwodd Bilge Blower	S:»"JOB#"»QA»QA Binder»Certificates and Certifications»JOB#"- Attwood Certification
	MCM PM	3rd Party	Wing Collar QA checks (from Wing)	S:»"JOB#"»QA»QA Binder»Production and Testing Reports»Completed Test Reports»JOB#"- WING
	MCM Shop Supervisor	CWB	CWB Certifications of Welders	S:»"JOB#"»QA»QA Binder»Certificates and Certifications»JOB#"- CWB "1" "2" "3" etc
			Builders Trials	
	Vendor	3rd Party	Engine Supplier Start-Up, Sign-Off	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-Engine Sign off
	Vendor	3rd Party	Jet Supplier Installation review	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-Jet Sign off
	Vendor	3rd Party	Generator Supplier Start-Up, Sign-Off	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-Generator Sign off
	MCM PM		Marine Forecast	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"- Trials Forecast
	MCM PM	TR-026	Tracking and Station Keeping	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-TR-026
	MCM PM	TR-027	Acceleration & Speed	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-TR-027
	MCM PM	TR-028	Vessel Endurance	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-TR-028
	MCM PM	TR-029	Astern Propulsion	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-TR-029

	MCM PM	TR-030	Shallow Water and Steering	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-TR-030
	MCM PM	026-030	Alternate Conditions (uses forms TR-026-030)	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-TR-031
	MCM PM	025	Sea Trial Report	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-025 Trials Report
	MCM PM		Pump Test Report	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"- Pump Test Report
	MCM Shop Supervisor	TR-013	Trailer & Cover	S:»"JOB#"»QA»QA Binder»Trials Reports»JOB#"-TR-013
Pre-Delivery				
	MCM Q/A	iAudit	Final Audit	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- Final Audit signed
	QA Manager	iAudit	Pre Departure Process Audit	S:»"JOB#"»QA»QA Binder»Construction Reports and Audits»"JOB#"- Pre Departure Audit
	Customer	009	Preliminary Acceptance	S:»"JOB#"»QA»JOB#"-Preliminary Acceptance
	MCM PM	062	Pre-Transport Document Cover Page	S:»"JOB#"»QA»JOB#"-Pre-Transport Cover
	MCM PM	062	Pre-Transport Document Checklist	S:»"JOB#"»QA»JOB#"-Pre-Transport Checklist
	MCM PM	062	Pre-Transport Document Loose Items Inventory	S:»"JOB#"»QA»JOB#"-Pre-Transport Loose Items Inventory
	MCM Q/A	086	Vessel QA Release & Approval to Ship	S:»"JOB#"»QA»JOB#"-Vessel Release
Additional Documentation Provided (not contained in QA book, but verified as included)				
	MCM D&E		As-Built Drawing Package (and BoM)	
	MCM D&E		Scantlings	
	MCM D&E		Damage Flotation	
	MCM D&E		Engineering Calculations - Hydrostatics	
	MCM D&E		Engineering Calculations - Inclining experiment	
	MCM D&E		ISO 12217 Stability Summary	
	MCM D&E		Weight Survey	
	MCM PM		Recommended Service Schedule	
	MCM PM		Operations and Maintenance, Technical Manuals	S:»"JOB#"»Manuals»PDF to Publish» *All files in directory*
	MCM PM		COTS Manuals (Print, Electronic)	
	MCM PM	093	Warranty Claim Forms (1&10 year)	(this file does not require saving, print from form 093 as linked on this sheet.)
Additional Documentation Required, Customized to specific project not included above.				

MetalCraft Marine

BUILDERS OF CUSTOM HIGH-PERFORMANCE ALUMINUM PATROL BOATS

THE Interceptor



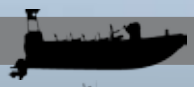
A New Generation of Military Patrol Boat



MetalCraft Marine

www.metalcraftmarine.com • 1-800-410-8464

THE Interceptors



7M - 23' c/console/T-top/cabin - out/bd or in/bd



8M - 26' c/console/T-top/cabin - out/bd or in/bd



9M - 30' c/console/T-top/cabin - out/bd or in/bd



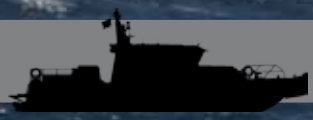
10M - 33' c/console/T-top/cabin - out/bd or in/bd



11M - 36' c/console/T-top/cabin - out/bd or in/bd



12M - 40' c/console/T-top/cabin - out/bd or in/bd



15 - 20M - 50 - 65'
full cabin with cuddy - twin jet or prop

Custom models can be developed for your specific mission

DESIGN FEATURES

- ISO 12217 CAT B operable
- Extremely fine bow entry
- Drysoft ride - tested to 64 knots
- Excellent visibility/ABYC sightlines
- Easy access full height side doors
- 6'10" headroom cab in 6'4" cuddy
- Wing-air, D-collar foam or hybrid
- 1-6 gun positions with ballistic package
- Excellent trimability up to 16 degree
- Hingeable radar mast (nine second deploy)

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT

With **34 years in business**, MetalCraft Marine designs and builds some of the world's greatest high-performance military patrol boats. Every boat is designed to meet each customer's unique mission requirements. With manufacturing facilities in Northern New York State and Ontario we service American, Canadian and International customers. Our **experienced staff of naval architects, engineers and highly skilled craftsmen, along with our team of over 100 employees are committed to building you a perfectly customized boat and giving you the best value for your investment.**

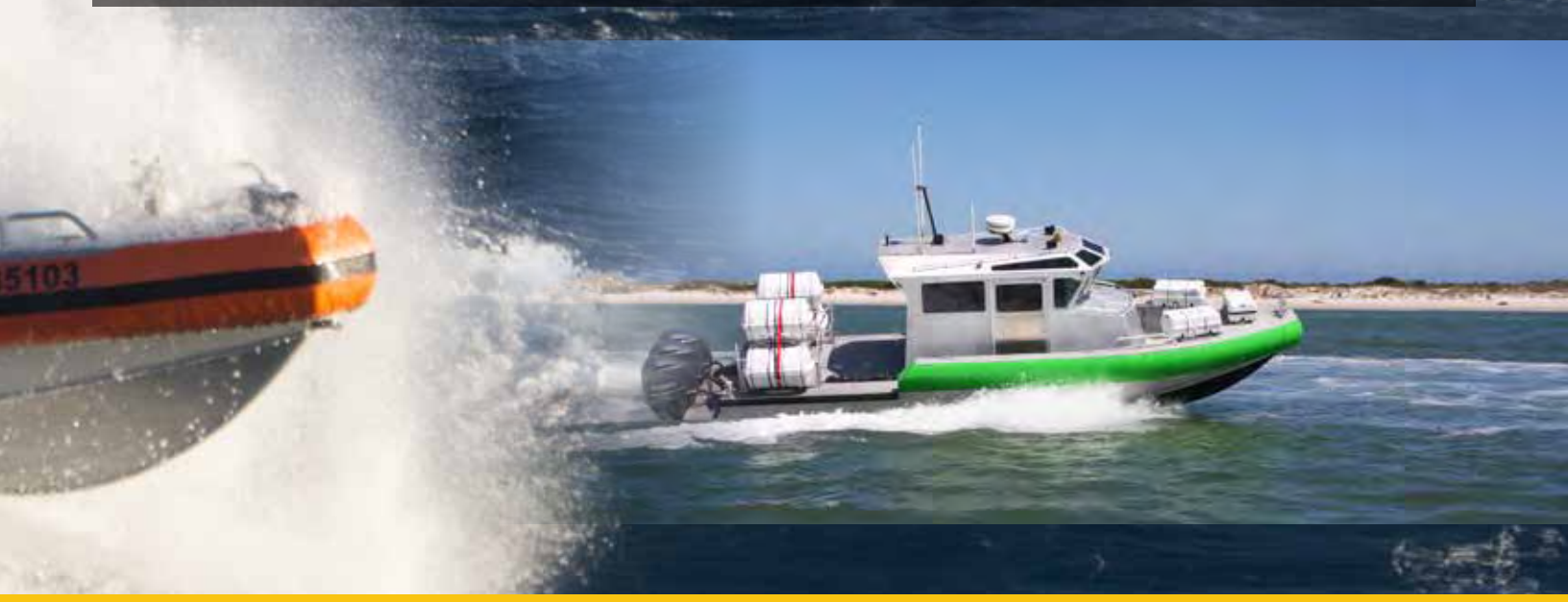
Metalcraft Marine is a large exporter of aluminum boats. We have been exporting boats for over twenty-five years and in **2018 more than 75% of our sales were exported.** This demonstrates our ability to work with our foreign partners to ensure success in exporting and supplying in-country product and customer support.

Our **Quality Assurance** Department is ISO 9000 equivalent and we **provide an industry leading 10-year hull seam warranty.** This guaranteed high-standard is reflected in that our customers have the **lowest ratio of warranty claims of North American builders** at 0.2% of revenue (the industry average is 2-3%!). Our commitment to building you the best boat in your fleet translates into minimal down time so your boats are ready for service when duty calls.

MCM's MetalCraft Marine's in-house design and engineering department verify the design parameters of every boat to ensure **we deliver the latest technology and most appropriate turnkey product for our customers.** Whether your mission requires stealth capabilities, target tracking, optimal fuel burn, extreme conditions, high-speed load carrying or lowest cost of ownership, we design solutions tailored to your needs.

As a U.S. General Services Administration (GSA) partner with manufacturing facilities in Northern New York State and a staff with a **proven track record in assisting our customers throughout the procurement process** to meet delivery goals and ongoing service needs, MetalCraft Marine is ready to provide you with a comprehensive solution, so you can focus on your primary tasks at hand.

Metalcraft Marine has **strategic partnerships** with Connor Industries' Stanley Custom Boats. Together we provide **global solutions for high volume orders**, including comprehensive training and logistics.



MetalCraft Marine

www.metalcraftmarine.com

FR-7m-23'

CENTER CONSOLE | T-TOP

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT





The First Responder was designed specifically for Patrols that rely on single operators that need a tough boat that can be trailered to various patrol areas and can be easily launched and recovered by a single person. An F-150 easily handles the 4500 lb vessel. The square bow design, was influenced by the Boston Whaler Montauk and Guardian models, which provides much more space in the bow area, but both fore and aft decks are expansive. The boat comes standard with metal rubrail or 3" D rubber but also is available with foam fendered sides. The boat comes standard with an aluminum T-top, overhead comms locker and long gun/side arm locker. There is an amazing amount of storage with three bow lockers, forward seat lockers and P&S stern lockers in addition to the large gun locker. There are also several line pockets port and stbd. There are P&S swim platforms so if you ding a prop you can change it out on the water. The boat has ¼" bottom plating with a beaching shoe of ¼" over it, landing on a rocky shore is no issue at all for the FR-23. Like all MetalCraft boats it comes with our standard 10 year hull warranty.

Vessel Particulars

Mission: Trailerable Patrols

- LOA-25'6"
- BOA-7'11" w/D rubber
- BOA-8'5" w/foam fender
- Fuel capacity-88 USG
- Engines- 250-300 HP



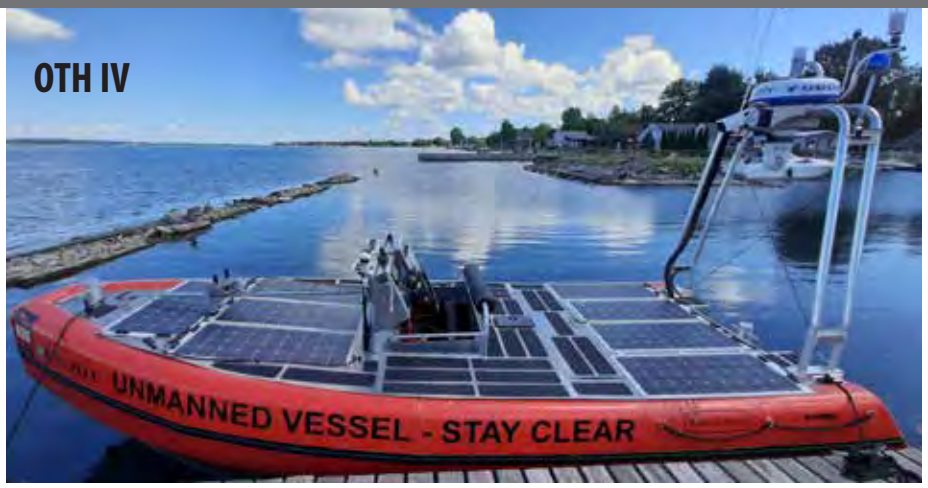




IN-7m-23'

CENTER CONSOLE | T-TOP | CABIN

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



OTH IV



USCG CB-L

The development of the Interceptor design began with the USCG Long Range Interceptor II Program. The LRI had to transit far over the horizon to Intercept and seize vessels in contravention of International laws on smuggling and anti terrorism. The objectives of the design were to provide an above average Interceptor for offshore and riverine that was specifically designed to provide the best riding offshore platform for vessel board search & seizure. The 7M is designed to fit into existing shipboard cradles and davits that previously fit lesser GRP vessels. A rugged aluminum hull is lighter and stronger than any GRP craft available and can withstand ice and shipboard launches in high sea states.

Vessel Particulars

Mission: Shipboard, VBSS, Policing/SAP

- LOA - 23'
- BOA - 8'6"
- Inside beam - 6.5'
- O/B - 2 X150 HP - 2X300 HP
- Speed - 40-50 knots
- I/B Diesel with jet - 550HP
- Collar- Foam, air or hybrid
- Options - T-top or wheelhouse
- Electronics - Customer options
- Gun positions - 1-2
- Ballistic protection - Portable Level III







IN-8m-26'

CENTER CONSOLE | T-TOP | CABIN

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT





As the Interceptor concept developed the MetalCraft design group looked to include a full cabin option for every model size including the 7 and 8M models. The concept was that the War-fighter cannot be as safe when operating in very severe temperature conditions for long periods in an open boat, as if he were sheltered in a heated-air conditioned cabin. A flotation suit cannot keep a man warm and alert for several hours in cold severe sea conditions. The design objective required a larger cabin to accommodate warm bulky gear and the crew's need to move about unimpeded. Also additional headroom was added to accommodate helmets or caps. The cuddy has much needed storage space and standing headroom. All of this was achieved and measured to ensure that intact stability could be met to ISO 12217 standards in rough sea high wind conditions.

Vessel Particulars

Mission: Harbor Security, Force Protection

- LOA - 26'
- BOA - 8'6"
- Inside beam - 7'10"
- Outboard - 2X150HP - 2X300HP
- Speed - 40-50 knots
- Inboard - 500HP
- Collar - foam, air or hybid
- Options - T-top or Wheelhouse
- Electronics - Customer Options
- Gun Positions 1-2
- Ballistic Protection - Portable Level III







IN-9m-30'

PATROL/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



The 9M Interceptor shown is the culmination of design effort where it provides an ISO 12217 Class B severe service assault craft which has so many design nuances, such as stealth technology, multi craft targeting, four gun positions, shock absorbing over size air collar with integral compressor, superior Shoxs 2G suspension seats, capable of trimming up 16 degrees, capable of 64 knots with a soft dry ride and...super quiet. She can be launched by trailer, helo or C-130 or ship. This multi-role platform has a cargo deck to accommodate a full skid load of cargo.

The cabin design, has above average headroom yet meets road legal height restrictions when being trailered. For trailered craft MCM has developed a rapid launch retrieval system. The cabin has excellent visibility and spotter windows for coming alongside ships and high piers. The side spotter windows are designed to be at driver eye level in hard over turns. The side doors are designed for easy ingress/egress for larger operators.



Vessel Particulars

Mission: VBSS, High Speed Interdiction, Riverine

- LOA - 30' 8"
- BOA - 9' 10"
- Headroom cabin 6'10", cuddy 5'11"
- O/B - 2X300 - 2X400HP
- I/B - 2X220 - 2X400HP
- Speed - 45-55knots
- Options T-top or wheelhouse
- Gun position 1-6
- Ballistic protection - Portable Level III







IN-10m- 34'

OPEN CENTER CONSOLE OR FAST ATTACK CABIN

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT









The Interceptor 10M is a stretched 9M. Not always does a smaller beam to length ratio mean the boat is more easily moved through the water, but in the case of the 10M it was remarkable. It was immediately felt by our in house crews who found its response even better than the 9M. Also what was apparent was the much larger deck spaces both fore and aft. In the Mississippi T-top version there is a walk in head/storage area in the cuddy accessed from the foredeck. This area has also been designed as a recessed gunner area that is easily provided with ballistic protection and the gunner is not exposed on the foredeck nor is he blocking the visibility of the helmsman. There is a slightly less arc of fire but with the gun out of the way forward it provides much more foredeck access for the rest of the crew. This coupled with a drop down bow gate makes beaching maneuvers simple. Make sure you reserve a test ride, this is not like any boat you have driven before.

Vessel Particulars

- LOA- 36'6"
- BOA-10'
- Hard Beam- 8'6"
- Speed – 64 MPH
- Power – 3 X 300 – 3 X 350 HP

IN-10m-34'

CABIN PATROL/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT





Features

- Excellent visibility meets ABYC sight lines
- 6'10" headroom in main cabin, 5'11" in cuddy
- Climate controlled cabins
- Very low Db ratings
- Soft or hard sided designs
- Locked removable dive doors P&Stbd w/dive lights
- Designed in SOFT DRY RIDE
- 8'6" road legal with collar removed or deflated
- Stability to ISO 12217 CAT B 13-19' waves
- Optional removable cabin sides and rear wall
- Side curtains available with ballistic protection
- Recessed gunner hatch
- Optional genset storage with easy access
- Well deck forward or Offshore cuddy for wave break
- Amazing ability to trim to meet wave conditions







MetalCraft Marine

www.metalcraftmarine.com

11m Long Range Interceptor

OVER THE HORIZON VESSEL BOARD SEARCH & SEIZURE/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT







The 11M LRI started it all. With thousands of sea miles attributed to the LRI Program we have applied this experience to the entire line. The key design requirement of the LRI was stern ramp recovery at sea, SS4 operable, SS5 survivable. The contract requirement for recovery was 5 kts, objective was 8 kts, we have reached 12 and believe we can do more. She can run at high speed with twin outboards but can take triple or quad or Konrad diesel outdrives or jets.



Vessel Particulars

Mission: Longrange VBSS, Highpayload, Riverine

- LOA - 39'
- BOA - 11'5"
- Draft - 24"
- Complement - 15
- Seating - 4-15
- Headroom 6'10" or 6'4" cuddy
- Weight - 22,000 lbs
- Ballistic Protection - Portable Mounting Level III
- Engine options - Diesel/outboard/jet/outboard

12m Patrol Interceptor Diesel I/O-W/J

CLIMATE CONTROLLED | SEVERE SEA STATE | COMMAND POST | FORCE PROTECTION

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



Vessel Features

- Wheelhouse with heating, ventilation, and air conditioning options
- Available in center console and T-top configurations
- Foam, air or hybrid D shaped or full round collar configurations
- 6'4" standing headroom in cuddy with optional head, galley and berth
- ABYC Sightlines and optimized visibility through spotter windows
- Sound dampened cabin - 76 dB at cruise
- Removable or hinged dive doors for ease of ingress/egress
- Rapid deployable platform - from trailer to underway in minutes.
- Unrestricted over the road transport available
- Ballistics package w/armament foudations available

Vessel Particulars

Mission: Municipal Policing, SAR/Fire, Force Protection

- LOA - 40'
- BOA- 11'6"
- Draft 24"
- Power - 600-1200 HP
- Diesel Inboard outboard available
- or Waterjet powered
- 5'11" headroom in cuddy
- 6'10" headroom in cabin





12m Outboard Interceptor

OVER THE HORIZON VESSEL BOARD SEARCH & SEIZURE/SAR

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT







Vessel Features

- Optional Cabin or T-top or Center console
- ABYC Sightlines
- Dive doors Port and/or Stbd
- Ballistic Package/ Optional
- HVAC
- Foam/Air/Hybrid
- Optional Head/Galley/Berth
- Sound dampened Cabin at 76 dB at Cruise

Vessel Particulars

Mission: Municipal Policing, SAR/Fire, Force Protection

- LOA - 39.9
- BOA- 11′6″
- Draft 24″
- Power - 600-1200 HP
- 5′11″ headroom in cuddy
- 6′10″ headroom in cabin

12m Wide Body Patrol Interceptor

CLIMATE CONTROLLED | SEVERE SEA STATE | COMMAND POST | FORCE PROTECTION

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT







The 12M wide body Interceptor is a multi role high speed platform with major load carrying capacity. She can have several days of autonomy and can have up to 6 gun positions. The large cabin can take up to 6-8 in the main cabin has a galley/head V-berth arrangement below deck



Vessel Particulars

Mission: Extended Watch, command post, All-weather Patrol

- LOA - 43'
- BOA - 13'
- Draft - 28"
- Complement - 18
- Seating - 4+4 - 8+8
- Headroom - 6'10"VP - 6'6" cuddy
- Weight - 23,000 - 30,000 lbs
- Ballistic Protection - interior or exterior options

MetalCraft Marine

www.metalcraftmarine.com

15-20m

COMMAND POST | LONG RANGE PATROL | FORCE PROTECTION

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT



FDNY - William M Feehan 20M

The 15-20M Interceptors provide many options to the user. The 20m shown for New York City Fire Department, is a 43 knot speedster with huge fire power and massive accommodations for a very large complement of Fire EMS personnel. The cabin is an MCM floating design which delivers 76 dB at cruise speed. The vessel has standing headroom in the engine room and plumbed electric oil change system which is a major feature for improved maintenance times. The 18M shown is under construction and is a true multi-role vessel. She is designed to provide, patrol, pilotage, ship escort, crew transport and fire protection all in one platform. She too has standing headroom in the engine room and very large accommodation space both in the main and lower cabins.





Vessel Particulars

Mission: Shipboard, VBSS, Policing/SAP

- LOA - 50 - 65'
- BOA - 15'6" - 18'6"
- HP - 1600 - 3000
- Power - Jet or conventional shaft
- Options - Custom wheelhouse design
  - Floating wheelhouse
- Electronics - customer options
- Gun Positions 1-7
- Ballistic Protection - Portable or integral custom options

Our Commitment

METALCRAFT MARINE: THE WORLD LEADER IN HIGH-SPEED ALUMINUM CRAFT

MetalCraft Marine Advantage

Government organizations trust us to build their Military, Life Saving and Security vessels because we deliver the highest quality craftsmanship and most advanced systems in a fully integrated package. Our customers have identified the following three attributes as key reasons they selected MetalCraft Marine to build their boats:

1. Performance...

Throughout the entire build process MCM's objective is to exceed customer expectations, in vessel performance and finish, delivery, contract requirements and documentation.

2. Service...

Service is King in our world and in our customer's world. WE provide maintenance schedules, maintenance training and easy access to all maintenance points. We find reliable service centers in the customer's area and support them in supporting the boat. We fight for the customer in any warranty dispute with our OEM equipment suppliers.

3. Value Added Engineering...

Our Project Managers work with the customer and design to continually improve our product. If the customer has a particular problem we develop affordable solutions to rectify this problem.

Total Cost of Ownership...

These primary MetalCraft Marine qualities significantly contribute to the overall value of all our vessels.



MetalCraft Marine's aluminum work meets or exceeds ABS and ISO-12215



K70 ready for paint

"MetalCraft Marine personnel are exceptional to work with and they were totally committed to providing a quality product that met or exceeded our expectations. Our boat met all the operational requirements with the construction and finish of the hull, mechanicals and accessories, first class in all respects. Flexibility permeated the entire build."

- US Navy Superintendant of Salvage

MetalCraft Marine Warranty

Our boats are designed with a 25 year service life. We assure our boats to be free of defects in materials and/or workmanship for 12 months and warranty our hull seam welds for an industry leading 10 years. We have a customer support team that is available 24 hours a day, 7 days a week. Our policy is to take action on service calls within 24 hours. We have highly trained technicians that can be rapidly deployed to any location to ensure that our boats remain ready and able to fulfill their mission at all times. We build strong relationships with our customers and invite you to contact any or all of our references.



















Three-time winner of "Boat of the Year" at the International WorkBoat Show as well as two-time winner of "Great Boat of the Year" by Marine News, MetalCraft Marine is the world leader in the design and manufacturing of highspeed welded aluminum patrol, fire and rescue boats. As well, MCM is completely experienced in delivering durable crew, research, transport and specialty vessels designs. At MetalCraft Marine we pride ourselves in delivering custom solutions to meet your unique mission challenges.

MetalCraft Marine

MetalCraft Marine US, Inc.
22620 Fisher Road
Watertown NY, 13601
Toll Free: 800-410-8464
Bob Clark, Contracts Manager

MetalCraft Marine Inc.
347 Wellington Street
Kingston, Ontario, Canada
K7K 6N7

www.metalcraftmarine.com

From: Bob Clark
To: Rose, Donald
Cc: Purchasing
Subject: RE: Questions regarding City of Mobile fast response boat proposal
Date: Thursday, February 29, 2024 4:33:23 PM
Attachments: image001.png

CAUTION: External Email

Don, please see answers below;

Thank you,

Bob

From: Rose, Donald <donald.rose@cityofmobile.org>
Sent: Thursday, February 29, 2024 5:17 PM
To: Bob Clark <bob@metalcraftmarine.com>
Cc: Purchasing <purchasing@cityofmobile.org>
Subject: Questions regarding City of Mobile fast response boat proposal

Bob – thanks again for your response boat proposal for the City of Mobile. The review team has a few questions listed below that will help us evaluate your proposal. You may reply directly to this email with your answers. Feel free to attach any additional documentation you believe helpful.

*Is there a sea chest for the fire pump intake or is water supplied by the hard suction hose from over the side?
This would be hard suction hose over the side. This also allows the pump to be used for dewatering a boat that is sinking with rapid flooding.

*The MFRD specification called for a 200 gallon minimum fuel tank. The MC proposal shows 100 gal on one document and 175 gal on another. Please clarify.
A fuel tank should always be evenly placed on the longitudinal center of gravity of a vessel even more importantly in a smaller vessel. A tank placed ahead or behind the LCG will mean that the boat will not trim correctly as the tank draws down. The reason that we have a 175, actually 176 USG is because there is no space left over the LCG for a larger tank and have access to the senders, reserve port and fuel valves.
I should have explained this in more detail. We can and will provide an additional portable tank to meet the 200 gallons that can be used as a reserve tank with appropriate plumbing. I hope this is acceptable.

*The MFRD specification called for a folding stainless steel stokes litter. Is there one you propose to furnish and where will it be stored on the vessel?

We did include but did not detail this. Planned storage would be either over the outboard guard, in front of the lazarette storage box aft or along one of the gunwales at your location decision.

*The MFRD specification called for a 2 1/2" gated discharge in addition to the turret. Is there one in your proposal?
Yes is included.

Please provide a reply by 5:00 pm Monday, March 4, 2024.

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436

THE CITY OF MOBILE, ALABAMA

PROCUREMENT DEPARTMENT

15 April 2024

To: File

RE: Competitive Sourcing, Price/Cost Justification for Federal Grant-Funded Purchase

1. Project Name: Rapid Response Rescue Boat, Mobile Fire Rescue Department
2. Funding Federal Agency: DHS Port Security Grant
3. Sponsoring Department: Mobile Fire Rescue Department
4. Type of Competitive Sourcing Applied: Request for Proposals, GSA Contract.
    a. This competitive sourcing process complies with Alabama goods and services competitive bid law, AL Code 41-16-51(a)(17) as the selected proposal is being purchased under a current and valid GSA contract number 47QSWA20D000E, valid through Oct 17, 2024.
    b. This RFP competitive sourcing process complies with 2 CFR 200.320(b)(2). The proposal opportunity we sent to boat builders known to or registered with the City; it was advertised posted on the City's bid page from Jan 26, 2024 – Feb 22, 2024; the City's Supplier Diversity Manager posted the opportunity for Disadvantaged Business Enterprises. Exhibit A of the RFP, referenced and incorporated with the purchase document, required compliance with Equal Opportunity, Energy Conservation, Clean Air/Clean Water, Code of Conduct, Anti-Lobbying federal terms, and included performance and termination requirements. The RFP provided clear scoring guidelines for proposals, which were used in selecting the highest scoring proposal. Scores were publicly posted and released. Federal GSA contract requirements also insured the selected vessel met domestic sourcing requirements applicable to federal purchases. A check of System for Award Management showed no exclusion for the selected vendor.
5. Selected Vendor: MetalCraft Marine Inc.
6. Contract award amount: $364,144.61.
7. Justification for reasonableness of cost award: The RFP process resulted in the receipt of six comparable proposals with boats of fairly similar construction and features. The competitor boats, with a lesser warranty coverage, performance history, performance specifications, and longer delivery timeline, all came in at a price exceeding the awarded price. These prices are and strengths/performance features are available on the scoring tabulation.

8. Conclusion and determination: The pricing for this contract award is fair and reasonable. The selection of MetalCraft Marine Inc.'s proposed boat met federal and state of Alabama competitive sourcing requirements.

Don Rose
Chief Procurement Officer
City of Mobile

Exhibit A Scoring Tabulation.

SAM.GOV®

METALCRAFT MARINE US, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
SC45SNZ15U66	**1T8W7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 21, 2025**	
Physical Address	Mailing Address	
22620 Fisher RD **Watertown, New York 13601-1050** **United States**	**22620 Fisher RD** **Watertown, New York 13601-1050** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
New York 24	**New York / United States**	**http://www.metalcraftmarine.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 25, 2024	**Mar 21, 2024**	**Dec 8, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 13, 2007	**Aug 31**

Immediate Owner

CAGE	Legal Business Name
L3748	**METALCRAFT MARINE INC**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Foreign Owned** **Manufacturer of Goods**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**1T8W7**

Points of Contact

Electronic Business

BOB C Clark
22620 Fisher Road
Watertown, New York 13601
United States

Jay Milner
22620 Fisher Road
Watertown, New York 13601
United States

Government Business

BOB C Clark
22620 Fisher Road
Watertown, New York 13601
United States

Jay Milner
22620 Fisher Road
Watertown, New York 13601
United States

Past Performance

Bob Clark
583 East Broadway Street
Cape Vincent, New York 13618
United States

Jay Milner
22620 Fisher Road
Watertown, New York 13601
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**336612**	**Boat Building**
	336611	**Ship Building And Repairing**
	541330	**Engineering Services**

Product and Service Codes

PSC	PSC Name
1940	**Small Craft**
2010	**Ship And Boat Propulsion Components**
C216	**Architect And Engineering- General: Marine Engineering**
J019	**Maintenance, Repair, And Rebuilding Of Equipment- Ships, Small Craft, Pontoons, And Floating Docks**
J999	**Non-Nuclear Ship Repair (West)**

Disaster Response

This entity does not appear in the disaster response registry.

An official website of the United States government Here's how you know



Click image for expanded view



INTERCEPTOR 8M 26' HARD SIDED PATROL OR

Mfr Part No.:	INTERCEPTOR 8M 26'
Contractor Part No.:	INTERCEPTOR 8M 26'
Manufacturer:	METAL CRAFT MARINE, INC.
Contract No.:	47QSWA20D000E (ends: Oct 17, 2024)
MAS Schedule/SIN:	MAS/336612
Warranty:	STANDARD WARRANTY
Country of Origin:	UNITED STATES OF AMERICA

DISAST PURCH Disaster Purchasing items

COOP PURCH Cooperative Purchasing items

Report incorrect product information (Login Required)

Price
$46,270.12 EA
Shipping not included

Qty: 1 Add to cart

sold and shipped by
METALCRAFT MARINE US, INC.
Contract minimum order: $100.00

Product Details

Description

Description Provided by METALCRAFT MARINE US, INC.
29'7" LOA, 26'3" X 8.6' BOA high performance hull and deck 22 degree variable deadrise hull for good wave handling. Multiple strakes for spray deflection, performance strakes for high lift accelerations. Very stable hull platform for boarding othervessels, meets ISO 12217 stabililty Cat C or B (10-13' SWH). Hull is marine grade 5083 or 5086 which has extreme corrosion resistance, hull includes 1/4" bottom, 3/16" side plating, HD gunwale cap, cleats, outboard bracket for mounting OBd, treadplate or flat plate 3/16" deck, soft patch for fuel tank access.10 year hull warranty, contact MCM for power, fire and fit out options & freightest ,800-410-8464

1.0L X 1.0W (IN)

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.
◈ Indicates when volume discounts are offered.

	Price/Unit		Contractor	Socio	Photo	Deliv Days	Min Order	FOB/Shipping
Selected	**$46,270.12**	EA	**METALCRAFT MARINE US, INC.**	S		300 days delivered ARO	$100.00	O-CONUS,AK,PR,HI

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co Inc for three Paratech lifting bag kits for MFRD.
2023 State Homeland Security Grant

Amount of Contract:

$37,983.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240417 NAFECO Agenda Package POs	Cover Memo	4/17/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/18/2024 - 1:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7102	2024	(1510) FIRE ADMINISTRATION	THREE PARATECH LIFTING BAG KITS FOR MFRD (SEALED BID 5873)	$37,983.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007102-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BID 5873 AND QUOTE Q0023042414972			
001	Paratech Remote Placement	3.00	12661.00000	37983.00
	Multiforce Bag Kit ITEM 22-88D025K	EACH		
	PER QUOTE Q0023042414972			
1	5501.30.15.0000.0000.1510.0000.0000.44020. E G-FD23FIL .EQUIPMENT . .			33288.00
2	1000.30.15.1510.1522.1510.0000.0000.44020.			4695.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 37983.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00007102-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
E	G-FD23FIL .EQUIPMENT . .		33288.00	9094.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	4695.00	3817525.23
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		
5501.30.15.0000.0000.1510.0000.0000.44020.	33288.00	3817525.23
AL HOMELAND SECURITY EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	03/28/24	RANDY THREADGILL	GL Allocation, GL Allocation c
CCancelled	04/16/24	SAMANTHA COOLEY	Requisition item removed chang
Approved	03/28/24	BARRY GLISSON	
Approved	03/28/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	03/28/24	JAMES FRANK	Auto approved by: 910512538
Approved	03/28/24	BARRY GLISSON	
Approved	03/28/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	03/28/24	JAMES FRANK	Auto approved by: 910512538
Approved	04/17/24	BARRY GLISSON	
Approved	04/17/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	04/17/24	JAMES FRANK	Auto approved by: 910512538
Approved	03/28/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	03/28/24	LAPORTSIA NETTLES	
Approved	03/28/24	SHAUNAGYE SIMMS	Auto approved by: 910520251
Approved	03/28/24	RANDY THREADGILL	Auto approved by: 910520251
Queued	04/17/24	TRAVIS MARSHALL	Auto approved by: 910520251
Queued	04/17/24	LAPORTSIA NETTLES	Auto approved by: 910520251
Queued	04/17/24	SHAUNAGYE SIMMS	Auto approved by: 910520251

Bill To	Requisition 00007102-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#256-353-7100	Delivery Reference
Fax 256-355-0852	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	149290				FIRE ADMINISTRATION

LN	Description / Account		Qty	Unit Price	Net Price
	Queued 04/17/24	RANDY THREADGILL		Auto approved by: 910520251	
	Pending	DONALD ROSE		Auto approved by: 910520251	
	Pending	SANDRA LEWIS		Auto approved by: 910520251	
	Pending	STEVEN KRONINGER		Auto approved by: 910520251	
	Pending	SAMANTHA COOLEY		Auto approved by: 910520251	
	Pending	JOHN PAINE		Auto approved by: 910520251	
	Pending	MICHAEL SPAFFORD		Auto approved by: 910520251	

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE

BID NO.: **5873**

MULTIFORCE BAG KIT

FIRE

Bid Date: 02/16/2024

BID QUANTITIES			NAFCO	
ITEM DESCRIPTION	Qty.	UNIT	UNIT	BID
PARATECH REMOTE PLACEMENT MULTIFORCE BAG KIT	3	EACH	1	$ 12,661.00
	TOTAL		37,983.00	

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	5873	FIRE DEPT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, April 16TH, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 1-8	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

MULTIFORCE BAG KIT

PARATECH REMOTE PLACEMENT MULTIFORCE BAG KIT

- **ITEM 22-88D025K – NO SUBSTITUTUIONS**

  Kit contains:

  - 22-88D025 MultiForce Bag
  - 22-890900G3-150 Dual Deadman Controller 150 PSI
  - 22-890370 Saddle Bag
  - 22-890490-150 Inline Relief Valve 165 PSI
  - 22-890513 Hose 16' Black
  - 22-890515 Hose 16' Yellow
  - 22-895401G2 Regulator G2 200 PSI CGA
    - LIFT HEIGHT= 26 IN / 66 CM
    - LIFT CAPACITY= 31 TONS / 28.1 METRIC TONS
    - INSERTION HEIGHT= 4.5 IN / 11.4 CM
    - WEIGHT= (without placement device) 46.2 LBS/21 KG
    - WEIGHT= (with placement device) 60.6 LBS / 27.5 KG
    - LENGTH= (without placement device) 23.75 IN/60.33 CM
    - LENGTH= (with placement device) 30.71 in / 78 CM
    - WIDTH= (without placement device) 23.5 IN / 59.7 CM
    - WIDTH= (with placement device) 27.98 IN / 71.10 CM
    - SAFETY FACTOR= (with placement device) 4 TO 1
    - WORKING PRESSURE= 150 PSI / 10.3 BAR

Make _____ Model _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Upon award the City will purchase a minimum of one (1) Paratech Remote Placement Multiforce Bag Kit

Quote Delivered Pricing FOB Mobile, Alabama.

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.

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) month periods.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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:4/30/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Gregory

Purpose and Scope of Project:

This contract is an inspection, design and budgeting Consultant Contract for a future permanent generator as requested by the MMoA. (the new generator would control temperature and humidity levels in order to protect artwork in the event of a power failure). This design will inform finding requests and bidding documents for a future procurement and installation contract for said generator.

Amount of Contract:

$24,000.00

Funding Source

Project # Mobile Museum of Art – Power and HVAC Improvements – 750KW Generator Addition MU-079-23 **Discretionary Funds**

Project String C0567 Mobile Museum of Art – Power and HVAC Improvements – 750KW Generator Addition (20002000-42200) **Contract Number:**4939

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MU-079-23_Jaguar Consulting_Mobile Museum of Art_Power and HVAC Improvements	Cover Memo	2/19/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/18/2024 - 9:41 AM
Capital	Rhodes, Brenda	Approved	4/18/2024 - 10:11 AM
Legal	Kern, Chris	Approved	4/18/2024 - 11:55 AM
Mayors Office	Barber, James	Approved	4/18/2024 - 1:58 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:	Jaguar Consulting LLC
Project Name:	Mobile Museum of Art – Power and HVAC Improvements – 750KW Generator Addition
Project Number:	MU-079-23
Amount:	$24,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

PROJECT NAME: Mobile Museum of Art – Power and HVAC Improvements – 750KW Generator Addition

CAPITAL PROJECT #: C0567 (20002000-42200)

CONTRACT AMOUNT: $24,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: _____

PROJECT DESCRIPTION: This contract is an inspection, design and budgeting Consultant Contract for a future permanent generator as requested by the MMoA. (the new generator would control temperature and humidity levels in order to protect artwork in the event of a power failure). This design will inform finding requests and bidding documents for a future procurement and installation contract for said generator.

VENDOR NAME: Jaguar Consulting LLC

VENDOR NUMBER: 298722

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% ___ 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:** 02/19/2024

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: Jaguar Consulting LLC
8658 Capital Drive, N
Mobile, AL 36695

City of Mobile Business License No.: 95684

Secretary of State Registration No.: 001-001-4801

For the following Project: Mobile Museum of Art – Power and HVAC Improvements – 750KW Generator Addition
4850 Museum Drive
Mobile, Alabama 36608

Project Number: MU-079-23

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-Four Thousand AND 00/100 DOLLARS ($24,000.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated January 09, 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:	Jaguar Consulting LLC
Address:	8658 Capital Drive, N Mobile, AL 36695
Phone Number:	251-455-9189
Email address:	JaguarEngineers@yahoo.com
Name:	Christina Marie P.E.
License No:	50660

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) 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 January 09, 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 January 09, 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: Jaguar Consulting LLC

_____
Signature

Christina Marie, P.E., Owner
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 Christina Marie, P.E. as Owner of Jaguar Consulting LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation.
Sworn to and subscribed for me this 18th day of January,
20 24.

_____
NOTARY PUBLIC
My Commission Expires: 7/14/2025



JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377

8658 Capital Dr. N
Mobile, AL 36695
251.455.9189
JaguarEngineers@Yahoo.Com

January 09, 2024

Ms. Cindy Klotz
City of Mobile
Architectural Engineering Department
205 Government St., Room 558
South Tower, 5th Floor
Mobile, AL 36602
251.208.7597

Re: Engineering Services Fee Proposal
Mobile Museum of Art 750KW Generator Addition

Cindy,

We propose to render professional engineering services for the above referenced project. The owner of this project is The City of Mobile. The preliminary cost estimate for the work to be designed by Jaguar Consulting is approximately $600,325.00. Specifically, the design will include the electrical documentation to install a new 750 kw diesel generator on a sub-base fuel tank with concrete pad, a new step-down transformer, and all associated components. The generator will be connected to an existing switch that will serve both the 480 Volt loads and 208 Volt loads.

We propose to render services and make submittals listed below;

100% Construction Documents $24,000.00

We propose a lump sum fee of $24,000.00. Additional services, if authorized, will be charged at our hourly rates which are attached.

We trust you will keep us informed of your requirements and budget changes, and to provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. Our proposal is based on you providing us with AutoCAD files of your work to use in the preparation of our work.

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377

8658 Capital Dr. N
Mobile, AL 36695
251.455.9189
JaguarEngineers@Yahoo.Com

Sincerely:

Christina Marie, P.E.
Jaguar Consulting, LLC

Approved by: _____

Date: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 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	Jaguar Consulting, LLC
Address	8658 Capital Drive, N Mobile, AL 36695
Telephone	251-455-9189
E-Mail	JaguarEngineers@yahoo.com

RFP/RFQ Solicitation Number	
Project Description	City of Mobile Museum of Art 750KW Generator Addition
Is your company a DBE company?	Yes [x] No [ ]
Work force demographics	Male _____ Female 1 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Christina Marie

Signature: _____ Date: 01/09/2024

Title: Electrical Engineer - Owner

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

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company_____ Your Bid/Proposal Amount $_____ Date:

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

_____

_____

Alabama Secretary of State

JAGUAR CONSULTING LLC	
Entity ID Number	001 - 001 - 480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

Browse Results New Search

Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	**Title**
Signature Electronically Signed	**Date** 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 09/11/2023

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2268780

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/18/2024

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

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

PRODUCER	CONTACT NAME:	
HESTER, THOMAS & ASSOCIATES LLC 851 E I-65 Service Road South Ste 110 Mobile, AL 36606	PHONE (A/C, No, Ext): (251)470-9915	FAX (A/C, No): (251)470-9971
	E-MAIL ADDRESS: andy@htains.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Wilmington Insurance Company	
INSURED Jaguar Engineering 8658 Capital Drive N MOBILE, AL 36695	INSURER B : Hiscox Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	XLB055645	1/19/2024	1/19/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2023	2/25/2024	Per Occurence Aggregate	$2,000,000 $2,000,000

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

Engineering Services: Design and Consulting
City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 10:23 AM

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	English Entertainment, LLC
Location:	Tilly's Too 7939 Cottage Hill Road Suite B Mobile, AL 36695

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/18/2024	TRANSFER - OWNERSHIP	2024 - 5649	128383	6	April 30, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
010 - LOUNGE RETAIL LIQUOR CLASS 1

Legal Business Name
ENGLISH ENTERTAINMENT LLC

Trade Name (DBA)
TILLYS TOO

Location Address
7939 COTTAGE HILL ROAD STE B

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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Location Address
7939 COTTAGE HILL ROAD STE B

City, State, Zip Code
MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **April 22, 2024**

Re: **Application # 5649 / 7939 Cottage Hill Rd. Ste. B**

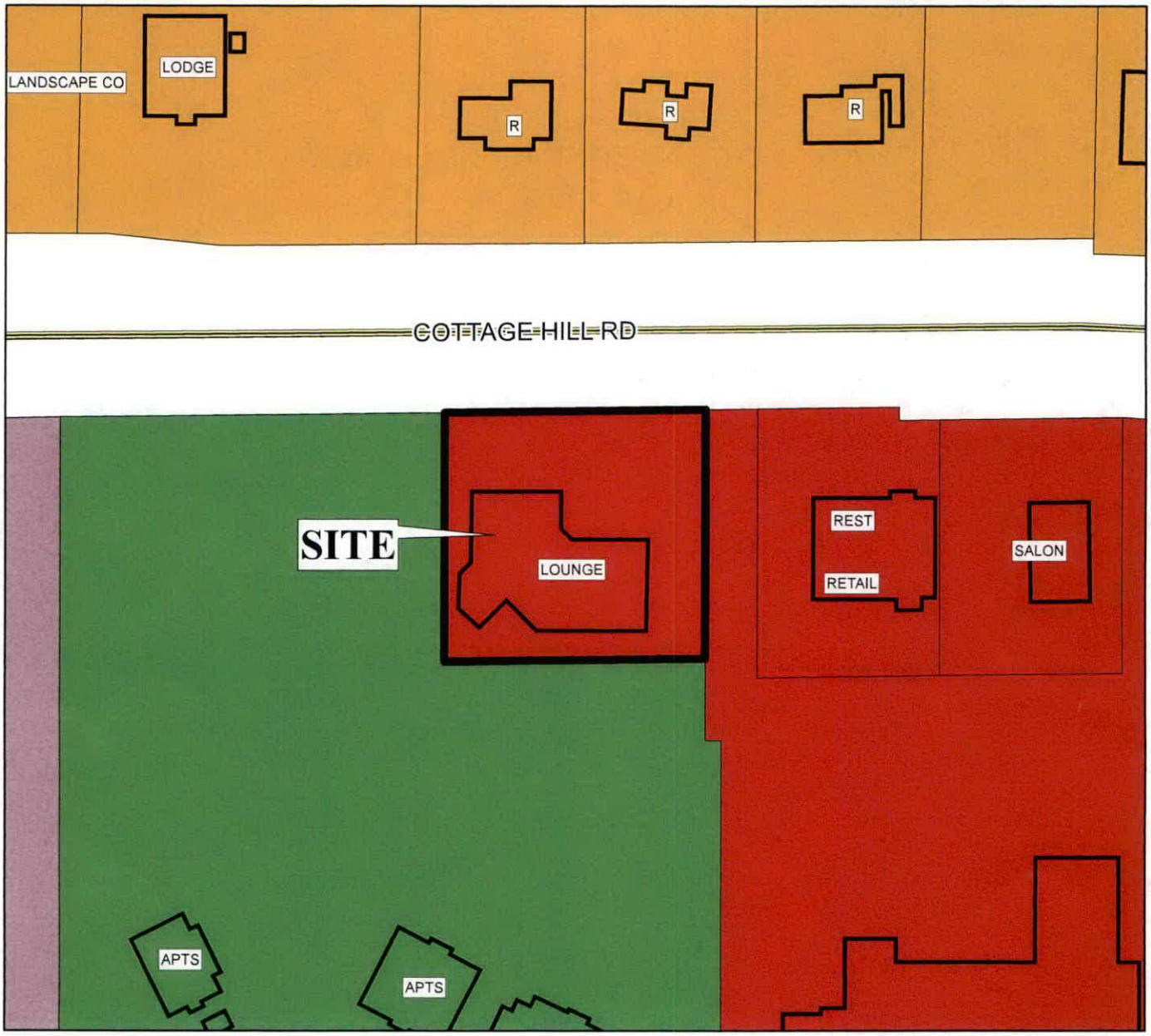
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a lounge with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 6, Josh Woods (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5649 DATE 4/30/2024

APPLICANT ENGLISH ENTERTAINMENT LLC

LOCATION 7939 COTTAGE HILL RD STE B

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/18/2024	TRANSFER - OWNERSHIP	2024 - 5649	128383	6	April 30, 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)

010 - LOUNGE RETAIL LIQUOR CLASS 1

Legal Business Name

ENGLISH ENTERTAINMENT LLC

Trade Name (DBA)

TILLYS TOO

Location Address

7939 COTTAGE HILL ROAD STE B

City, State, Zip Code

MOBILE AL 36695

Contact Person Information				
Name	Title	POA	Phone	Email
C JACOB ENGLISH	MEMBER	NO	[redacted]	TILLYSTOO@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? 05/01/2024

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~~ TRANSFER - OWNER SHIP	2024 - 5649	128383	6	April 30, 2024

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS 1	

Business Information

Legal Business Name	Trade Name (DBA)
ENGLISH ENTERTAINMENT LLC	TILLYS TOO

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	02/28/2024	001-123-668	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	
99-1620964	R012042297		

Physical Address (Street Address, Suite #)	City	State	Zip Code
7939 COTTAGE HILL ROAD STE B	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Contact Person Information

Name	Title	POA	Phone	Email
C JACOB ENGLISH	MEMBER	NO		TILLYSTOO@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
TILLYS LLC	TILLYS DANCE CLUB

ABC License Type	License Number	Any ABC Pending Actions
010 - LOUNGE RETAIL LIQUOR - CLASS I	011055249	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
AUDUBON PROPERTIES LLC - KENNY DO		KENNYDO27@YAHOO.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
PO BOX 850669	MOBILE	AL	36685

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
4,600	174	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?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials CJE

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)	
ENGLISH, CHRISTOPHER JACOB	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)
YES	GREAT TIMES LLC	COCKEYED CHARLIE'S	6920 AIRPORT BLVD STE 119 MOBILE 36608

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 CE

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
CHRISTOPHER J. ENGLISH	4-18-24
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Christopher English	4-18-24

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	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

REVENUE DEPARTMENT

April 17, 2024

TILLYS TOO

7939 COTTAGE HILL ROAD STE B

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 128383 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1779209	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 10:37AM SHAWN S.
039607-0004

BUSINESS LICENSE
ENGLISH ENTERTAINMENT LLC
128383
2024 Item: 1779209
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
Total **$50.00**

CASH $50.00

Change due **$0.00**

Paid by: ENGLISH ENTERTAINMENT LLC



Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

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:

ENGLISH ENTERTAINMENT LLC dba **TILLYS TOO**

has made application to the City Council of the City of Mobile for a

010 - LOUNGE RETAIL LIQUOR CLASS 1

for the premises located at **7939 COTTAGE HILL ROAD STE B** , 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

April 30, 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
Confirmation Number: 20240408130619139

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
TILLYS LLC
Address: 7939 COTTAGE HILL RD SUITE B
MOBILE, AL 36695
Telephone: 25

NEW APPLICANT:
ENGLISH ENTERTAINMENT LLC
Address:

Telephor

Current License No: C

LICENSED PREMISES ADDRESS: 7939 COTTAGE HILL RD STE B MOBILE, AL 36695

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 8th day of April, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title: JEFF CAMPBELL OWNER

NEW LICENSEE (APPLICANT)

Print Name:
Title: CHRISTOPHER J English MEMBER

WITNESS: (By ABC Enforcement)

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240408130619139

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** **County:**

Type License: **State:** **County:**

Trade Name: TILLYS TOO **Filing Fee:**

Applicant: ENGLISH ENTERTAINMENT LLC **Transfer Fee:** $50.00

Location Address: 7939 COTTAGE HILL RD STE B MOBILE, AL 36695

Mailing Address: [redacted] MOBILE [redacted]

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-123-668

Do you sell Draft Beer?:

Date Incorporated: 02/28/2024 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 02/28/2024

Federal Tax ID: 99-1620964 **Alabama State Sales Tax ID:** R012042297

Name:	Title:	Date and Place of Birth:	Residence Address:
CHRISTOPHER JACOB ENGLISH	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: JAKE ENGLISH
Business Phone:
Fax:

Home Phone:
Cell Phone [redacted]
E-mail: TILLYSTOO@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: TILLYS DANCE CLUB
Applicant: TILLYS LLC

Previous License Number(s)
License 1: 011055249
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240408130619139

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AUDUBON PROPERTIES LLC 251-510-0585
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? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4600 Display Square Footage:
Building seating capacity: 174 Does Licensed premises include a patio area? YES
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: 20240408130619139

Initial each — **Signature page**

- CE — In reference to law violations, I attest to the truthfulness of the responses given within the application.
- CE — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- CE — 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.
- CE — In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- CE — In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- CE — 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.
- CE — 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.

- CE — 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): CHRISTOPHER J. English

Signature of Applicant: C J English

Notary Name (print): SANDY DURHAM

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: 20240408130619139

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: STE B

```
xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:ENGLISH,CHRISTOPHER JACOB
SOC:
ABI RESULT:IDENT
SID:

04-12-2024 11:06                                                *
                                                                *
*OPR/AFIS                                                       *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL01969678         *
******  THERE ARE NO MORE INQUIRIES NECESSARY ON THIS           *
******  RECORD - ALL ARRESTS ARE IN ALABAMA`S DATA BASE.        *
****************** NOTICE  AND  WARNING **********************
*       THIS RECORD IS CONFIDENTIAL AND RESTRICTED              *
*       FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.              *
*       THIS IS NOT THE PUBLIC RECORD OF THE EVENTS             *
*       DEPICTED AND DISSEMINATION IN VIOLATION OF              *
*       THIS RESTRICTION WILL SUBJECT THE OFFENDER              *
*       TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL            *
*       PENALTIES. THIS DOCUMENT MUST BE SECURED AND            *
*       DESTROYED BY BURNING OR SHREDDING WHEN NO               *
*       LONGER NEEDED.                                          *
****************************************************************
*-ALABAMA CRIMINAL HISTORY-            REPORT DATE: 04-12-2024 *
*NAME                          STATE ID NO.   FBI ID NO.         *
*ENGLISH,CHRISTOPHER                                             *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB              *
*M   W                       170    BLU   BRO    TN            *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                         *
                                                                *
*ALIAS NAMES                                                    *
*  ENGLISH,CHRISTOPHER JACOB                                    *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION           *
                                          *                     *
****************************************************************
*ARREST-01                                                      *
*  DATE OF ARREST - 08-30-2005                                  *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000           *
*    NAME - ENGLISH,CHRISTOPHER                                 *
*      CHARGE  01 -  5499  TRAFFIC OFFENSE-DUI                  *
*      DATE OF OFFENSE - 08-30-2005                             *
*      AGENCY CASE NO. - M05085109                              *
*TOTAL NUMBER OF ARRESTS- 1                                     *
*RECORD LAST UPDATED 04/12/2024                                 *
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED             *
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR                *
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH               *
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.                  *
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE                    *
```

CERTIFIED COPY
OF ALEA DOCUMENT

*BY CRIMINAL JUSTICE AGENCIES ONLY. *
*LAST PAGE ON SID [illegible] *

SEQ # 566 MRI # [illegible]

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:

   English Entertainment 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): Christopher J English

   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

001-123-668 DLL

Date	02/28/2024
Time	15:39:00
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 / 28 / 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 3 : 39 ○ 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 / 28 / 2024
Date (MM/DD/YYYY)

Christopher J English
Signature as required by 10A-5A-2.04

MEMBER
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

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:

English Entertainment LLC

This name reservation is for the exclusive use of Christopher English, 4705 Tulane Drive, Mobile, AL 36618 for a period of one year beginning February 28, 2024 and expiring February 28, 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 28, 2024

Date

Wes Allen **Secretary of State**

RES142599

Department of the Treasury
Internal Revenue Service
1 Independent Dr
Jacksonville, FL, 32202

In reply refer to: 3553639648
4/5/2024 LTR 147C

ENGLISH ENTERTAINMENT LLC
% CHRISTOPHER J ENGLISH SOLE MBR

TILLYS TOO4705 TULANE DR
MOBILE, AL 36618-2023-054

Employer Identification Number: 99-1620964

Dear Taxpayer:

Thank you for your inquiry of 4/5/2024.

Your Employer Identification Number (EIN) is 99-1620964.
Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, you can call 1-800-829-0115. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Meghani
1005053847
CSR

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

ENGLISH ENTERTAINMENT LLC
7939 COTTAGE HILL RD STE B
MOBILE, AL 36695

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012042297	05/1/2024	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 W. Hamilton

Deputy Commissioner

NAICS CODE: 722410

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

LOT 2 SCHILLINGER PLACE MBK 74/13 #SEC 01 T5S R3W #MP34 01 01 4 000

7939 Cottage Hill Rd Suite B&C

Ownership Type	Company Name
☐ Owned ☑ Leased to/by	**English Entertainment 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 11th day of April 2024

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Angela Goff	Angela Goff	**10/21/2024**

Notary Stamp

ANGELA GOFF NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires 10-21-2024

ANGELA GOFF
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/21/2024

Owner of Property (Print Name)	Applicant Name (Print Name)
Audubon Properties LLC - Kenny Do	**Christopher J English**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
PO Box 850669	
City, State, Zip	City, State, Zip
Mobile AL 36685	
Date Agreement Signed	Date Agreement Signed
04/11/24	**04/11/24**

Revision Date 10.23.2023

My Place

Information for address:
7939 COTTAGE HILL RD

- **Parcel Information:**

Key / ID:
02753648 / R023401014000002.003
Owner:
Do Kenny
10720 Cornerstone Ct

Mobile, Al 36608

Subdivision:
Schillinger Place Subdivision

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
6

- **Township/Range/Section:**
5s3w01

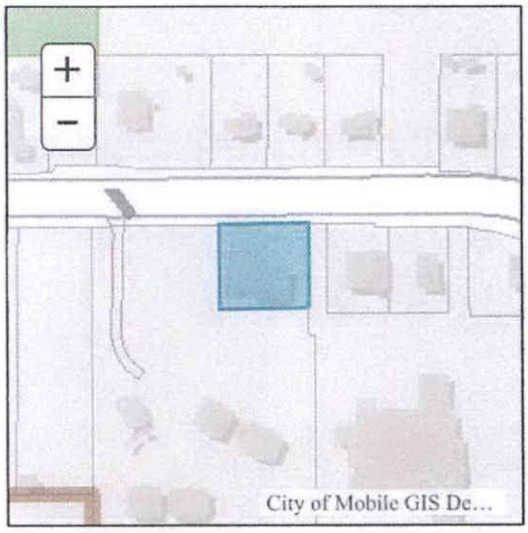
- **Tract Census 2010:**
006801

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1739664.279
Y: 233364.861

- **Zoning:**
Check zoning on Planning & Zoning



Services:

- **Fire District:**
Fire Station 6 Edwards

- **Garbage Pickup Day:**
Friday-West - Mcduffie - Route Md1

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 26

- **Trash Pickup Day/ Unit:**
Wednesday South - biweekly / Td-md5

- **Community Action Group:**
N/A

Political:

- **City Council District:**
6 - Josh Woods

- **County Commissioner District:** 3

- **State House District:** 100

- **State Senate District:** 35

School:

- **Elementary School District:**
Orourke

- **High School District:**
Baker

- **Middle School District:**
Causey

- **School Board District:** 5

Flooding Information:

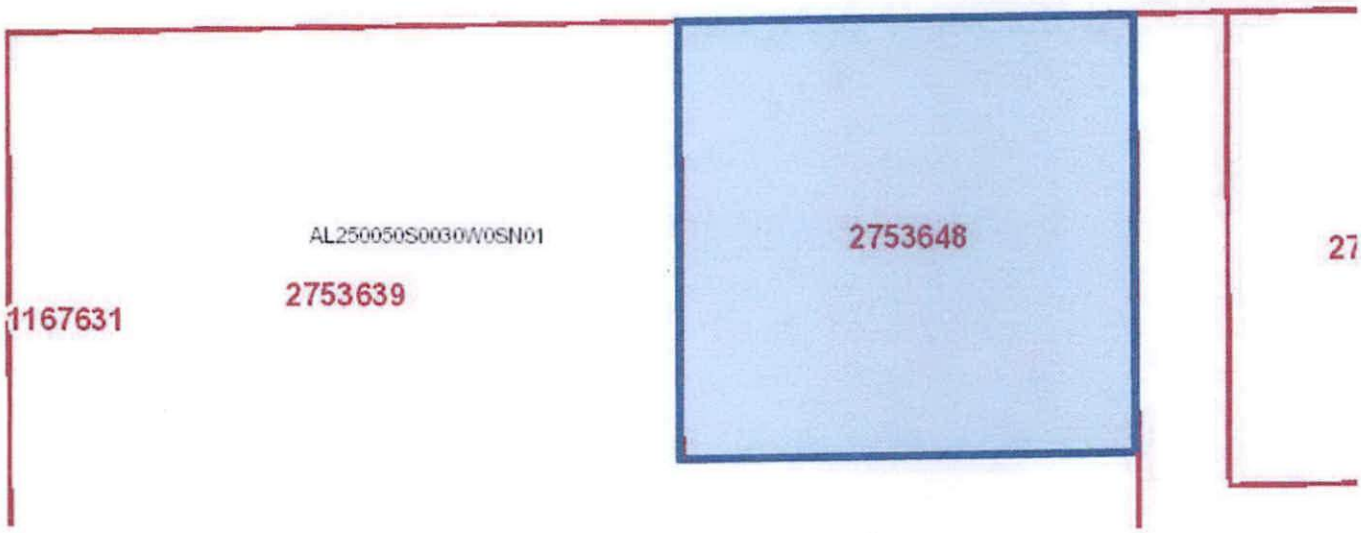
- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Mobile County Property Search

Key Number: 2753648 For Year 2023

Map



Property Details

Account	
Key Number:	2753648
Legal Description:	LOT 2 SCHILLINGER PLACE MBK 74/13 #SEC 01 T5S R3W #MP34 01 01 4 000
Parcel Number:	3401014000002003
Type:	Real
Property Class:	2
Location	
Address:	7939 COTTAGE HILL RD MOBILE, AL 36695
Owner	
Name:	DO KENNY
Mailing Address:	10720 CORNERSTONE CT MOBILE , AL 36608-9457
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

STATE OF ALABAMA

COUNTY OF MOBILE

COMMERCIAL LEASE

THIS LEASE is made the 1st day of May 2024, by and between AUDUBON PROPERTIES, LLC, PO BOX 850669, Mobile Alabama 36685 ("Lessor") and English Entertainment, LLC, Mobile AL (Lessee").

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon ("Premises").

1. DESCRIPTION: 7939 Cottage Hill Rd, Mobile AL 36695, Lease space "B".
2. TERM:

The continuous use and occupancy by the Lessee as a dance/bar establishment and for no other different use or purpose, for and during the term of five (5) years, beginning on the 1st day of May, 2024 and ending on the 30th day of April, 2029. No cooking shall be allowed on the premises. The rent is due on the 1st day of each month.

IN CONSIDERATION WHEREOF, the promises and agrees to pay the Lessor, at the office of Lessor, as fixed minimum rent for Premises for the whole term hereunder, the sum of Three hundred thousand dollars, ($300,000), which said sum is payable in the amount at set forth as follows:

$5,000 due the 1st day of the month

If Lessee is not extending the lease period, Lessee shall give Lessor written notice not later than (3) months prior to the expiration of the existing term.

3. THIS LEASE IS MADE UPON THE FOLLOWING TERM CONDITIONS AND COVENANTS.

4. LATE CHARGE:

In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge of Ten percent (10%) of the then monthly rental amount, for each rental installment which is received by the Lessor on or after the 5th day of the month.

5. POSSESSION:

The Lessor covenants that the Lessee on paying the fixed minimum rent, and additional rent reserved, if any ("rent"), and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the Premises. However, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of the Premises, provided the Lessor shall exercise due diligence to place the Lessee in possession.

6. ALTERATIONS:

Lessee will make no alterations in or to the Premises and will not paint any part of the improvements thereon without the written consent of the Lessor or Agent, except as otherwise herein provided, and in no event shall Lessee paint sprinkler heads, if sprinkler system exists on the Premises.

7. ADDITIONAL LESSEE'S DUTIES:

Lessee will replace all plate and other glass, if and when broken, and will replace all keys lost or broken, keep the roof, gutters and downspouts clean, and will pay all bills for sewer, water, electricity and gas used on Premises, and will keep the interior of the Premises, together with all electrical, plumbing (above or below the ground), elevators, heating, air conditioning, sprinkler systems, and other mechanical installations and/or systems therein, and interior ceilings, in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the Lessee will pay the Lessor the costs and expenses thereof, together with interest thereon at the highest legal rate, not to exceed 15% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the Premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpster; providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the Premises.

Lessee shall maintain a clean parking lot at all times, including but not limited to Removing bottles, cans and cigarette butts.

Lessee shall keep the area surrounding the dumpster clean and pay any additional Pick-up fees due to foul odors. The dumpster gate must be kept closed at all times.

Lessee shall keep the Premises free and clear of insects and rodents.

8. LESSOR RELEASED:

Lessor shall not be liable for any losses or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of elevators, heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, or plumbing, or any of them, nor shall Lessee be liable for any damage to any property on the Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

9. ORDINANCES AND NUISANCES:

Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation in so far as the Premises and the streets and highways bounding the same are concerned, and the Lessee will not by any act or omission, render the Lessor liable for any violation thereof. Lessee will not commit any waste of the Premises, or permit the same to be done, and will take good care of the Premises at all times. If the Premises, or any part thereof, consist of first floor space, adjacent upon the street, or alley, the Lessee will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save harmless the Lessor from all damages or claims for damages for failure so to do.

10. OVERLOADING:

Lessee will not overload the building, or its floors, roof, walls or elevators and shall be liable for all damages to the Premises or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the Premises may be used without violating this provision.

11. DEFAULT:

Upon the happening of any one or more of the events as expressed below in (a) to (f), inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessor to: (1) annul and terminate this lease, and thereupon re-enter and take possession of the Premises; or (2) re-enter and re-let the Premises from time to time, as agent of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default:

(a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder.

(b) In the event Lessee removes, attempts to remove or permits to be removed from the Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.

(c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on the Premises, or upon the interest of the Lessee in this lease.

(d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.

(e) In the event an assignment for the benefit of creditors is made by the Lessee.

(f) In the event of the appointment of a Receiver of Lessee's property.

(g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which are same are hereby let, or ceases to use the Premises for the purpose herein specified.

(h) In the event that Lessee shall cause or allow a mechanics' and materialmen's lien to accrue against the Premises.

(i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

12. ACCELERATION:

Upon default, breach of condition, or upon the termination of this lease or re-entry upon the Premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of the Premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the Premises shall have been surrendered to or taken by the Lessor.

13. IMPROVEMENTS:

All improvements and additions to the Premises shall adhere to the 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 hereof have been complied with by the Lessee and said Lessee restores the Premises to its original condition, natural wear and tear excepted.

14. FIRE/WIND AND OTHER CASUALTIES:

If the Premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Lessee, then, and in that event, the Lessor shall have the option within sixty (60) days from time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.

Should Lessor fail to elect to repair or restore the Premises, Lessee may at Lessee's election within thirty (30) days from the expiration of said sixty (60) day period, either terminate this lease or elect to repair or restore the Premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and provided that if Lessee elects to repair or restore the Premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.

15. NOTICES:

Except under those circumstances where it is requisite that notice be given to the Lessee at the Premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, to

the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing. (and as to notice to Lessor, a copy thereof shall be mailed or delivered to the Agent).

16. SIGNS:

The Lessee shall not display or erect, or cause to be painted on or affixed to, the 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. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require.

17. SURRENDER:

At the expiration of the tenancy herein created, Lessee shall surrender the Premises in the same condition of cleanliness, repair and sightliness as the Premises were in as of the commencement of this lease unless meanwhile repaired or improved, in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damages by unavoidable casualty excepted, and shall surrender all keys for the Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination locks, safes and vaults, if any, in the Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

18. ATTORNEY'S FEE:

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 the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of this Lessee, located upon the Premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

19. WAIVER OF EXEMPTIONS:

In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, or any of them, this 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.

20. EASEMENTS:

No representation on the part of the Lessor, or 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 affecting the Premises, 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 the County in which the Premises are located, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee. Lessor reserves the right to change the location of improvements, parking spaces, parking entrances and access to the Premises.

21. INDEMNITY:

The Lessee will 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 Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage or expense caused by injuries to persons or property, while in, on, or about the Premises and any and all property of said Lessee which may be located or stored in the Premises shall be at the sole risk of said Lessee.

22. LIABILITY INSURANCE:

Lessee shall maintain at Lessee's expense public liability insurance covering the Premises and operations of Lessee, having limits of liability of not less than $1,000,000 bodily injury per occurrence plus $1,000,000 property damage per occurrence. Such policies shall name Lessor as an additional insured and shall require that Lessor be given thirty (30) days advance notice in event of cancellation or material change, and shall furnish to Lessor a Certificate of Insurance as evidence of compliance with this requirement.

23. STEAM BOILER:

Lessee is strictly prohibited from installing and operating a steam boiler on the Premises without written permission of Lessor, and such permission will be granted only after Lessee provides satisfactory proof of specific boiler explosion insurance with limits adequate to cover damage to the Premises.

24. LESSOR'S RIGHTS CUMULATIVE:

The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor, or Agent.

25. SEVERABILITY:

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 and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

26. HOLDING OVER:

Any holding over after the expiration of the term hereof, without the consent of the Lessor, shall be construed to be a tenancy from month-to-month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to Two Hundred percent (200%) of the monthly rental as specified herein; but nothing in this section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein. If the Lessee continues to remain in the Premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of this 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 (10) 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.

27. CONDITION:

Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the use or purpose for which they are let. Neither the Lessor or Agent have made any representation or promise with respect to the condition or suitability of the Premises except as herein expressly set forth.

28. MAINTENANCE AND REPAIRS:

Lessor shall maintain and keep in good repair the roof and exterior walls of the buildings located on the Premises, exclusive of glass and doors. However, Lessor shall not be obligated to make any other repairs or do any other work on or about the Premises or to any equipment thereon, and all other repairs and maintenance shall be performed by Lessee. Lessor reserves the right after reasonable notice and at any time to enter upon the Premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about the Premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, and as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by it under this lease, the Lessor may enter the Premises and make such repairs, replacements and undertake such maintenance under the same conditions thereon above set out, and the cost thereof shall be payable by the Lessee on demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this lease.

29. INSPECTION:

Lessor or Agent, reserves the right to visit and inspect the Premises at all reasonable times, and to show the Premises to prospective tenants and purchasers, and to display "For Sale" signs on the Premises, and during the last six (6) months of this lease to display "For Rent" signs on the Premises.

30. EMINENT DOMAIN:

If the whole of the Premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of the Premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the Premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued use and enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. The rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of the remaining property.

31. CONDEMNATION:

In the event the improvements on the Premises are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this lease as herein provided, or (b) make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty (30) days of the date of the receipt of the order of condemnation from the Public Authority, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise his election, to (a) surrender possession of the Premises or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections hereinabove provided for shall be exercisable in the manner above provided, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty (30) days after receipt of same.

32. SAFETY:

If any Public Authority requires structural or other repairs or changes to the Premises here demised, (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all of any of which are required by virtue of the Lessee's use of the Premises, then such changes, repairs or additions shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing to refusing to do so, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes or additions, at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 15% per annum, shall be payable on demand and be secured as additional rent hereunder.

33. LESSEE TO PAY TAXES & ASSESSMENTS:

Lessee shall pay, before the same become delinquent, all ad valorem taxes, user fees and other charges, including, without limitation, storm water drainage, paving or other assessments, which may be levied and assessed against or with respect to the leased property by any state, county, city or other governmental agency or taxing authority, whether levied against Lessor or Lessee at any time and whether levied against the land, buildings or improvements of the Premises, and shall furnish written evidence satisfactory to Lessor that all of the same have been paid. All taxes and charges levied or assessed against, upon or with respect to the Premises for the first and last years of this lease shall be pro rated between the parties as of the date of this lease and the date of termination, respectively. In the event the assessments against the leased property cannot be separated

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from the assessment applicable to other property of the Lessor, Lessee shall pay a pro rata share determined by applying to the tax a fraction, the numerator of which shall be the total square feet of space in the Premises and the denominator of which shall be the total square footage of property included in the tax assessment of the Revenue Commissioner. The taxes and charges required herein to be paid by Lessee shall be considered as additional rent.

34. LESSEE TO REIMBURSE LESSOR INSURANCE:

Lessee agrees to pay to Lessor the cost of all premiums for insurance coverage with all endorsements for any lease year with respect to the Premises. In the event premiums payable by Lessor include the common areas, buildings or stores other than the Premises then premiums shall be apportioned among the Premises and such other buildings and stores to the extent that Lessee shall pay only its portion of such premiums. These monies shall be considered as additional rent and Lessee shall pay all such amounts upon demand by Lessor, which demand shall be accompanied by a statement setting forth the basis of such payments due from Lessee.

35. LESSEE TO REIMBURSE LESSOR MAINTENANCE EXPENSES

Lessee shall pay to Lessor a pro rata share of all expenses related to the maintenance and operation of the leased premises including, but not limited to, trash service, site maintenance, landscaping, lighting and parking lot maintenance. The pro rata share shall be determined by the square footage of the premises leased by Lessee divided by the square footage of the entire premises. This may be billed monthly or quarterly by Lessor.

36. ADJOINING PROPERTY:

Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected adjacent to the Premises shall in no wise affect this lease, or impose any liability on Lessor.

37. SUCCESSORS IN INTEREST:

Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, or personal representatives" as fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of this lease, or subleasing of the Premises except on the conditions here imposed.

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38. MORTGAGE:

This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates itself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the Premises shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.

39. "LESSEE" DEFINED:

The word "Lessee" includes the plural as well as the singular and if there be more than on Lessee, a breach of condition of default by any one shall at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships and corporations, other entities, or any combination thereof.

40. CAPTIONS:

The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

41. LIMITATION OF LIABILITY:

Lessee agrees that there shall be absolutely no personal liability on the part of the Lessor or Agent with respect to any of the terms, covenants and conditions of this Lease. Lessee shall look solely to the interest of the Lessor in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach of the Lessor, its successor and assigns, of any of the terms, covenants and conditions of this lease to be performed by the Lessor.

42. AUTHORITY TO EXECUTE:

This Lease contains the entire and only agreement between the parties concerning the Premises and no oral or written statements or representations, if any, of any party hereto or any representative a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have been executed by Lessee and Lessor.

43. ENVIRONMENTAL INDEMNIFICATION BY LESSEE:

Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessee's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises into the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises which existed prior to the date of the execution of this lease.

44. ASSIGNMENT/SUB-LEASING:

Each and every transfer or assignment of this lease by the Lessee or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. 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.

In the event of any assignment/sublease for which consent is given as stipulated herein, Lessee agrees to designate Lessor as its exclusive agent in attempting to secure a suitable assignee or sub-lessee for the remainder of the term of the Lease. Lessee further agrees to pay an assignment/subleasing fee in the amount of one month's rent as set forth herein for efforts on Lessee's behalf.

Both Lessor and Lessee acknowledge and confirm that except for the specific circumstances of assignment and sublease as provided in the preceding paragraph, Agent is solely the agent of Lessor and represents the interest of Lessor exclusively with respect to this lease. However, in the event of such assignment or sublease, both Lessor and Lessee consent that Agent may act as a limited consensual dual agent and receive compensation from both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in triplicate by affixing hereunto their respective hands and seals on the day and date first set forth above.

LESSOR:

AUDUBON PROPERTIES, LLC

BY:

KENNY DO

It's manager

TILLYS, LLC

Lessee

BY:

CHRISTOPHER JACOB ENGLISH

It's

GUARANTEE

By signing below, the undersigned separately and severally, without any condition, guarantee the performance of all obligations of the Lessee and agree to be counted by all terms of this lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in triplicate by affixing hereunto their respective hands and seals on the day and date first set forth above.

LESSOR:

AUDUBON PROPERTIES, LLC

BY:

KENNY GO

Its Manager

English Entertainment, LLC DBA Toys Too

Lessee

BY:

CHRISTOPHER JACOB ENGLISH

Its: OWNER

GUARANTEE

By signing below, the undersigned unconditionally and severally, without any condition, guarantees the performance of all obligations of the Lessee and agrees to be counted by all terms of this lease.

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for the said State and County hereby certify that Kenny Do of Audubon Properties, LLC, has signed the foregoing Lease and who is known to me, acknowledged before me on this date that, being informed of the contents of said Lease, as a such Member executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 26th day of March, 2024.

NOTARY PUBLIC

ANGELA GOFF
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/21/2024

ANGELA GOFF My Commission Expires NOTARY PUBLIC 10-21-2024 ALABAMA STATE AT LARGE

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for the said State and County hereby certify that Chrisopher Jacob English of English Entertainment, LLC, DBA Tillys Too, has signed the foregoing Lease and who is known to me, acknowledged before me on this date that, being informed of the contents of said Lease, as a such Member executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 26th day of March, 2024.

NOTARY PUBLIC

ANGELA GOFF
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/21/2024

ANGELA GOFF My Commission Expires NOTARY PUBLIC 10-21-2024 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)

010 - LOUNGE RETAIL LIQUOR CLASS 1

Legal Business Name

ENGLISH ENTERTAINMENT LLC

Trade Name (DBA)

TILLYS TOO

Location Address

7939 COTTAGE HILL ROAD STE B

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

April 30, 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)
English Entertainment LLC	Tillys Too

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
7939 Cottage Hill Rd, Suite B & C	Mobile	AL	36695

Business Contact Person Information

Name	Title	Phone	Email
Christopher English	Owner	(251) 458-1778	tillystoo@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
4,600	49	16	✓	B-3	✓

Comments: EXISTING LOUNGE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C Whistler	4-17-2024

7939 Cothage Hill Rd
Mobile, AL 36695
Suite B+C
Parking Space 9'x18.5'
Cothage Hill Rd
Median
22
70'
57.2'
190'
260'
196'
56'
28'
24'
38.5'
70'

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember: Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/30/2024

Renewal Date of Contract:

4/30/2024

Funding Source

Project # 1609 Jessie Street - ME-085-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1609 Jessie Street	Cover Memo	4/24/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/24/2024 - 11:33 AM
City Clerk	Gauthier, Lana	Approved	4/25/2024 -

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1609 Jessie Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1609 Jessie Street** described as:

LOT 655 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-96 #SEC 44 T4S R1W #MP29 02 44 0 008

Parcel Number: 29 02 44 0 008 404

Last Assessed to: SAUCIER MELVIN

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
April 18, 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 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1609 JESSIE STREET,** OWNED BY OR MAY HAVE AN INTEREST: **SAUCIER MELVIN** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 02 44 0 008 404
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1609 JESSIE ST

Property Details

PARCEL KEYX	00651271	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

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

Property Score

SCORE	63	SCORE DESCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-4-23

Votes 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/04/2024

Property Address: 1609 Jessie Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [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

Joyce Marie Saucier
108 Grand BLVD
Chickasaw, Alabama 36611-2600

March 4, 2024

RE: **1609 Jessie Street**
Project Number: ME-085-23

Dear Joyce Marie Saucier:

On February 27, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1609 Jessie Street.

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

ULOT 655 TRINITY GARDENS 4TH ADD MBK 4 PGS 195-96 #SEC 44 T4S R1W #MP29 02 44 0 008

Parcel Number: 29 02 44 0 008 404

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 **April 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **April 17, 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 **April 17, 2024,** which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **1609 JESSIE STREET** **PHOTOS AGENDA / DW**




2024/04/17

NUISANCE ABATEMENT **1609 JESSIE STREET** **PHOTOS AGENDA / DW**




2024/04/17

NUISANCE ABATEMENT **1609 JESSIE STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **1609 JESSIE STREET** **PHOTOS AGENDA / DW**




2024/04/17

NUISANCE ABATEMENT **1609 JESSIE STREET** **PHOTOS AGENDA / DW**




2024/04/17


2024/06/17

Affidavit of Mailed Notice

Date: April 30, 2024

State of Alabama
County of Mobile

Subject Property – 1609 Jessie Street

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 **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1609 Jessie Street Date: January 11, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 16, 2023

Per the Title Report, the owner is: Joyce Marie Saucier per Last Will and Testament

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Joyce Marie Saucier 1609 Jessie St Mobile AL 36617-1738	Revenue Commission location/subject address Phone numbers 251-461-6028, 251-452-0001 both good 2015 and 2018
2	Joyce Marie Saucier 108 Grand Blvd Chickasaw AL 36611-2600	Heir per Last Will and Testament case 2019-1928 LexisNexis address good 10/2023
3	Shakita Rena Saucier Jackson 312 Garden Ln Apt D Chickasaw AL 36611-1350	Listed on Last Will and Testament LexisNexis address good 10/2023 Phone numbers 251-385-0734 and 251-725-6069
4	Shakita Rena Saucier Jackson 640 Oak Ave Mobile AL 36610	LexisNexis address 12/2023
5	Cheryl Pettway and Timothy Saucier 2906 E 15th Ave Unit 1 Tampa FL 33605-3006	Paid property taxes 2022 and 2018 LexisNexis address good 10/2023 Phone numbers 352-843-5465, 251-508-7320, 251-264-5085 and 251-622-0132
6	Cheryl Pettway 4501 SW 169th Pl Ocala FL 34473-4620	Paid taxes in 2022 per Revenue Commission website LexisNexis address good 4/2023

7 Timothy Saucier
2809 Greenback Dr
Mobile AL 36617-1842

LexisNexis address good 10/2023

TAX STATUS: TAXES FOR 2023 NOT PAID AND ACRUING PENALTY AND INTEREST UNTIL TAX LIEN SALE IN MAY 2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Melvin Saucier, filed 10/10/2023, recorded 10/18/2023, instrument number 2023061943

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember: William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/30/2024

Renewal Date of Contract:

4/30/2024

Funding Source

Project # 910 Montgomery Street - ME-114-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 910 Montgomery Street	Cover Memo	4/24/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/24/2024 - 11:19 AM
City Clerk	Gauthier, Lana	Approved	4/25/2024 -

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **910 Montgomery Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **910 Montgomery Street** described as:

COM AT PT ON N/S OF MONTGOMERY ST W OF NW COR OF BROAD & MONTGOMERY STS TH RUN ALG N/L OF MONTGOMERY ST 43 FT TO PT WHICH PT IS 92 FT M/L E OF MARINE ST TH NWLY & PAR WITH W/L OF LOT 8 106 FT TO PT TH ELY & PAR TO N/L OF MONTGOMERY ST 43 FT TO W OF LOT 8 TH SLY TO POB ALL OF SD MEA NOW OR FORMERLY OF MALLON ON E BY W/L OF LOT 8 BEING PPTY OF BIEBER ON S BY MONTGOMERY ST & ON S BY PPTY NOW OR FORMERLY OF COLLING & FREDERIC #SEC 38 T4S R1W #MP29 10 38 0 005

Parcel Number: 29 10 38 0 005 063

Last Assessed to: DUBOSE PERCY C/O STOKES ROBERT E

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 18, 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 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **910 MONTGOMERY STREET,** OWNED BY OR MAY HAVE AN INTEREST: **DUBOSE PERCY, C/O STOKES ROBERT E** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 38 0 005 063

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

910 MONTGOMERY ST

Property Details

PARCEL KEYX	00951170	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

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

Property Score

SCORE	78	SCORE DESCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10-25-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/04/2024

Property Address: 910 Montgomery Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [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

Robert E Stokes
608 Marine Street
Mobile, Alabama 36604-2809

March 4, 2024

RE: **910 Montgomery Street**
Project Number: ME-114-23

Dear Robert E Stokes:

On February 27, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 910 Montgomery Street.

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

COM AT PT ON N/S OF MONTGOMERY ST W OF NW COR OF BROAD & MONTGOMERY STS TH RUN ALG N/L OF MONTGOMERY ST 43 FT TO PT WHICH PT IS 92 FT M/L E OF MARINE ST TH NWLY & PAR WITH W/L OF LOT 8 106 FT TO PT TH ELY & PAR TO N/L OF MONTGOMERY ST 43 FT TO W OF LOT 8 TH SLY TO POB ALL OF SD MEA NOW OR FORMERLY OF MALLON ON E BY W/L OF LOT 8 BEING PPTY OF BIEBER ON S BY MONTGOMERY ST & ON S BY PPTY NOW OR FORMERLY OF COLLING & FREDERIC #SEC 38 T4S R1W #MP29 10 38 0 005

Parcel Number: 29 10 38 0 005 063

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 **April 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **April 17, 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 **April 17, 2024,** which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**

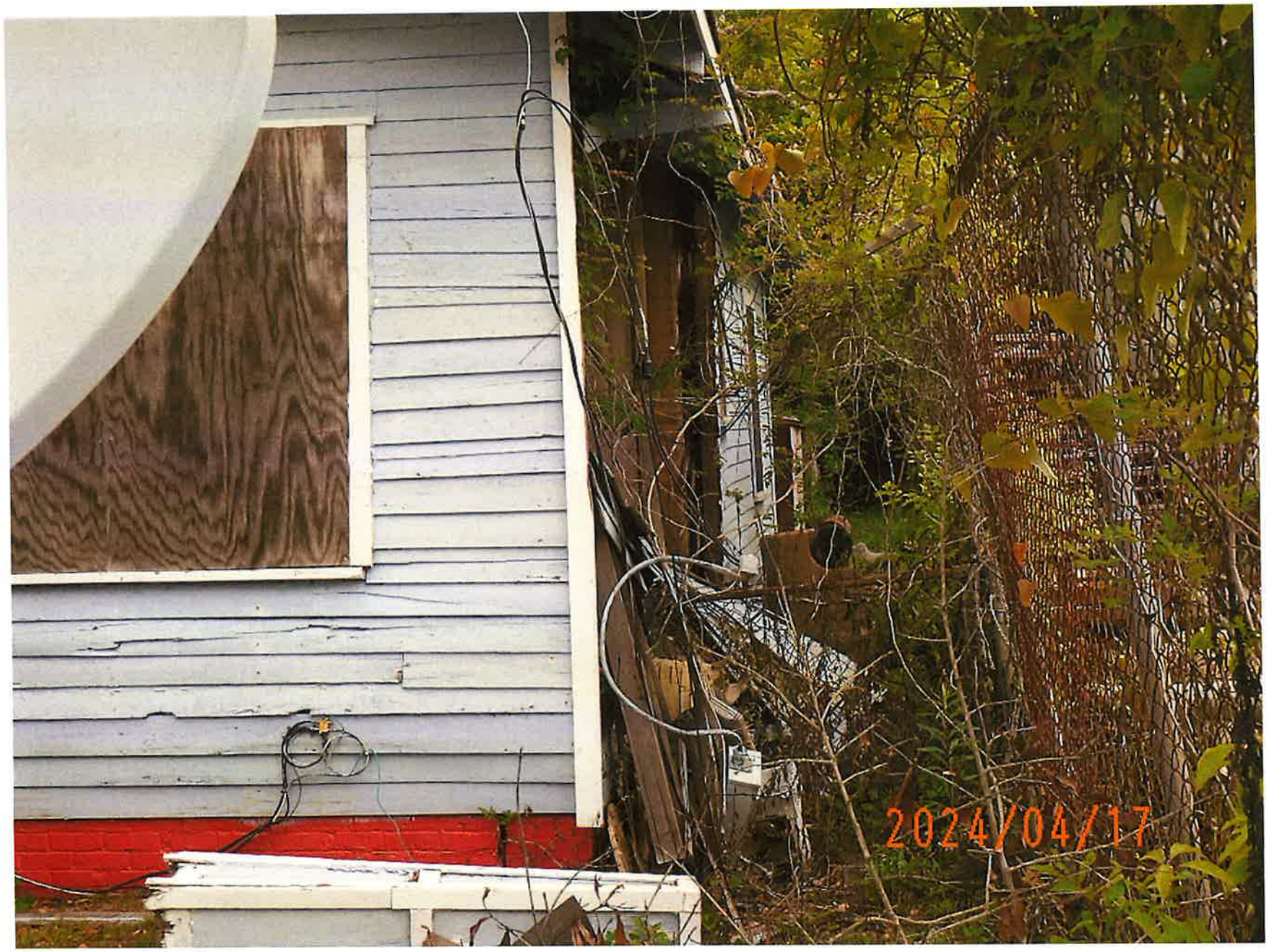


NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**




2024/04/17

NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **910 MONTGOMERY STREET** **PHOTOS AGENDA / DW**



Affidavit of Mailed Notice

Date: April 30, 2024

State of Alabama
County of Mobile

Subject Property – 910 Montgomery Street

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 **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 910 Montgomery Street Date: January 12, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 8, 2023

Per the Title Report, the owner is: Robert E. Stokes (New owner)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Robert E. Stokes 910 Montgomery St Mobile AL 36604	Owner - Revenue Commission location/subject address Phone numbers 251-459-0401, 251-342-0682 and 251-304-2293
2	Robert E. Stokes 6017 Howells Ferry Rd Mobile AL 36618-3037	LexisNexis address good 10/2023 Revenue Commission website mailing address good 2024
3	Robert E. Stokes 2109 Boykin Blvd Mobile AL 36605-4350	LexisNexis address good 9/2023
4	Robert E. Stokes 1912 Vine St Mobile AL 36617-3824	LexisNexis address good 1/2023
5	Robert E. Stokes 608 Marine ST Mobile AL 36604-2809	LexisNexis address good 2022

TAX STATUS: CURRENT 2023 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Percy Dubose (previous owner), filed 10/12/2023, recorded 11/14/2023, instrument number 2023067147

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember - C J Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/30/2024

Renewal Date of Contract:

4/30/2024

Funding Source

Project # 1160 Arlington Street - ME-112-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1160 Arlington Street	Cover Memo	4/24/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/24/2024 - 11:10 AM
City Clerk	Gauthier, Lana	Approved	4/25/2024 -

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 **1160 Arlington Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1160 Arlington Street** described as:

LOT 2 BLK 3 BASCOMB TRT DBK 128 P 1 #SEC 34 T4S R1W #MP29 11 34 2 000

Parcel Number: 29 11 34 2 000 017

Last Assessed to: HUNTER J D C/O JOHNATHAN HUNTER

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
April 18, 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 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1160 ARLINGTON STREET,** OWNED BY OR MAY HAVE AN INTEREST: **HUNTER J D C/O JOHNATHAN HUNTER** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 34 2 000 017
COUNCIL DISTRICT 3 – C J SMALL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1160 ARLINGTON STREET

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	10/25/2023	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10/25/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 03/04/2024

Property Address: 1160 Arlington Street **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

JD Hunter Junior
130 E Elm Street
Mobile, Alabama 36610-4824

March 4, 2024

RE: **1160 Arlington Street**
Project Number: ME-112-23

Dear JD Hunter Junior:

On February 27, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1160 Arlington Street.

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

LOT 2 BLK 3 BASCOMB TRT DBK 128 P 1 #SEC 34 T4S R1W #MP29 11 34 2 000

Parcel Number: 29 11 34 2 000 017

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 **April 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **April 17, 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 **April 17, 2024,** which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **1160 ARLINGTON STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **1160 ARLINGTON STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **1160 ARLINGTON STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **1160 ARLINGTON STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **1160 ARLINGTON STREET** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **1160 ARLINGTON STREET** **PHOTOS AGENDA / DW**




2024/04/17

NUISANCE ABATEMENT **1160 ARLINGTON STREET** **PHOTOS AGENDA / DW**




2024/04/17

Affidavit of Mailed Notice

Date: April 30, 2024

State of Alabama
County of Mobile

Subject Property – 1160 Arlington Street

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 **21 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: **1160 Arlington Street** Date: January 8, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 31, 2023

Per the Title Report, the owner is: Heirs of J. D. Hunter

NOTES: Could not locate Terry Hunter or Carlos Finch that were listed in Johnathan Hunter's Obituary.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Raymond Rogers, J.D Hunter, Jr, and Jeffery D. Hunter 1160 Arlington St Mobile AL 36605-1578	Heirs LexisNexis address good 3-2018, 8/2000 and 5/2015 Revenue Commission subject/location address Phone numbers 251-648-3428, 251-465-6511, 251-307-8764
2	Brenda Jo Hunter 7543 High Rd Sims NC 27880-9629	Heir LexisNexis address good 8/2023 Phone numbers 252-373-7002, 770-597-5215
3	Brenda Jo Hunter 7551 High Rd Sims NC 27880-9629	LexisNexis address good 2022
4	Brenda Jo Hunter 379 Conifer Dr Fayetteville NC 28314-1386	LexisNexis address good 11/2020
5	Jerry Darrell Hunter PO Box 640356 Pike Road AL 36064-0356	Heir - Revenue Commission Website mailing address good 2021 – 2024 LexisNexis address good 1/2007 – 12/2023 Phone numbers 334-207-1987, 251-648-1741, 334-270-3344, 334-546-0424 and 251-648-1741

6	Jerry Darrell Hunter 9007 Pennington Pl Montgomery AL 36117-8945	LexisNexis address good 12/2023
7	Jerry Darrell Hunter PO Box 20181 Montgomery AL 36120-0181	LexisNexis address good 11/2022
8	Jerry Darrell Hunter PO Box 960681 Riverdale GA 30296-0681	LexisNexis address good 8/2019
9	Jerry Darrell Hunter 635 Byrne Dr S Montgomery AL 36111-2501	LexisNexis address good 8/2019
10	Jeffery D Hunter 162 Rhea Ave Apt H Mobile AL 36606-2387	Heir LexisNexis address good 10/2023
11	Betty Williams 3314 Vestavia St 1 Mobile AL 36612-1608	Heir LexisNexis address good 10/2023 Phone numbers 251-776-0838, 251-452-8875, 251-680-7337 and 251-457-0077
12	Betty Williams 323 Chandler St Mobile AL 36610-2471	LexisNexis address good 12/2023
13	Aaron Amison 3060 Laurelhurst Dr Apt 41 Rancho Cordova CA 95670-5733	Heir LexisNexis address good 10/2023 Phone numbers 707-701-1621 and 707-450-8866
14	Aaron Amison 3801 Branch St Unit 2 Sacramento CA 95838-4383	LexisNexis address good 6/2021
15	Aaron Amison 4444 Central Ave Apt 412 Fremont CA 94536-1406	LexisNexis address good 10/2021

16	Raymond Rogers 16 N Julia St Mobile AL 36604-2221	Heir LexisNexis address good 10/2023
17	Raymond Rogers 1717 Bream Dr Mobile AL 36605-2663	LexisNexis address good 8/2023
18	Raymond Rogers PO Box 2021 Mobile AL 36652-2021	LexisNexis address good 5/2022
19	JD Hunter, Jr PO Box 16728 Mobile AL 36616-0728	Heir LexisNexis address good 10/2023
20	JD Hunter, Jr 130 E Elm St Mobile AL 36610-4824	LexisNexis address good 5/2021
21	Georgia Hunter Jones 2012 Bankhead St Apt 204E Mobile AL 36606-4224	Heir LexisNexis address good 1/2024 Phone numbers 251-367-6719, 251-709-4986, 251-471-4535

TAX STATUS: PAID CURRENT FOR 2023 TAXES

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs JD Hunter, filed October 26, 2023, recorded November 14, 2023, Instrument number 2023067175

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember: Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisanec - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/30/2024

Renewal Date of Contract:

4/30/2024

Funding Source

Project # 442-B Cottage Hill Road - ME-020-24 **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
Secure - 442-B Cottage Hill Road	Cover Memo	4/24/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/24/2024 - 11:15 AM
City Clerk	Gauthier, Lana	Approved	4/25/2024 -

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **442-B Cottage Hill Road** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **442-B Cottage Hill Road** described as:

BEG AT THE NE COR OF LOT 7 PENNINGTON WOODS MBK 18 PG 99 RUN N 69 DEG 13 MIN 20 SEC W & ALG THE N/L OF PENNINGTON WOODS 398 FT TO THE SE COR OF PPTY OF WOODLAND SWIM CLUB TH N 04 DEG 12 MIN 20 SEC W ALG THE E/L OF THE PPTY OF WOODLAND SWIM CLUB 275.77 FT TO A PT ON THE S ROW/L OF ESLAVA CREEK PKWAY TH S 74 DEG 21 MIN 50 SEC E ALG SD ROW 163.76 FT TO A PT TH S 83 DEG 39 MIN 50 SEC E ALG SD ROW 436.96 FT TO A PT TH S 76 DEG 35 MIN 50 SEC E ALG SD ROW 188.88 FT TO THE W ROW/L OF COTTAGE HILL RD TH S 15 DEG 33 MIN 40 SEC W ALG SD W ROW 92.69 FT TO AN IRON STAKE AT THE P C OF A 702.46 FT RADIUS CURVE TO THE RT TH SLY ALG THE ARC OF SD CURVE 284.44 FT TO THE INTER WITH THE N ROW/L OF 100 FT ALA POWER CO ROW (CHORD BEARS S 27 DEG 09 MIN 40 SEC W 232.50 FT) TH N 82 DEG 27 MIN 20 SEC W ALG THE N/L OF SD ALABAMA POWER CO ROW 107.65 FT TO A PT TH N 69 DEG 13 MIN 20 SEC W 130.12 FT TO THE POB TOG WITH THE N 5 FT OF LOTS 8, 9 & 10 PENNINGTON WOODS MBK 19 PG 99 #SEC 30 T4S R1W #MP29 09 30 1 000

Parcel Number: 29 09 30 1 000 095

Last Assessed to: BARRINGTON PARK OWNER, LLC

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
April 18, 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 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **442-B COTTAGE HILL ROAD** OWNED BY OR MAY HAVE AN INTEREST: **BARRINGTON PARK OWNER, LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 09 30 1 000 095

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

442-B Cottage Hill Road

Property Details			
Parcel Key	877625	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	N	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	03-04-24	Comments	

Property Score			
Score		Score Description	

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 03/05/2024

Property Address: 442-B Cottage Hill Road

District No: 5

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Barrington Park Owner, LLC
512 7th Ave Floor 16
New York NY 10018-4607

March 5, 2024

RE: **442-B Cottage Hill Road**
Project Number: ME-020-24

Dear Barrington Park Owner, LLC:

On March 4, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 442-B Cottage Road.

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

BEG AT THE NE COR OF LOT 7 PENNINGTON WOODS MBK 18 PG 99 RUN N 69 DEG 13 MIN 20 SEC W & ALG THE N/L OF PENNINGTON WOODS 398 FT TO THE SE COR OF PPTY OF WOODLAND SWIM CLUB TH N 04 DEG 12 MIN 20 SEC W ALG THE E/L OF THE PPTY OF WOODLAND SWIM CLUB 275.77 FT TO A PT ON THE S ROW/L OF ESLAVA CREEK PKWAY TH S 74 DEG 21 MIN 50 SEC E ALG SD ROW 163.76 FT TO A PT TH S 83 DEG 39 MIN 50 SEC E ALG SD ROW 436.96 FT TO A PT TH S 76 DEG 35 MIN 50 SEC E ALG SD ROW 188.88 FT TO THE W ROW/L OF COTTAGE HILL RD TH S 15 DEG 33 MIN 40 SEC W ALG SD W ROW 92.69 FT TO AN IRON STAKE AT THE P C OF A 702.46 FT RADIUS CURVE TO THE RT TH SLY ALG THE ARC OF SD CURVE 284.44 FT TO THE INTER WITH THE N ROW/L OF 100 FT ALA POWER CO ROW (CHORD BEARS S 27 DEG 09 MIN 40 SEC W 232.50 FT) TH N 82 DEG 27 MIN 20 SEC W ALG THE N/L OF SD ALABAMA POWER CO ROW 107.65 FT TO A PT TH N 69 DEG 13 MIN 20 SEC W 130.12 FT TO THE POB TOG WITH THE N 5 FT OF LOTS 8, 9 & 10 PENNINGTON WOODS MBK 19 PG 99 #SEC 30 T4S R1W #MP29 09 30 1 000

Parcel Number: 29 09 30 1 000 095

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 **April 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **April 17, 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 **April 17, 2024,** which is 45 days from the date of this NOTICE.

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW



NUISANCE ABATEMENT

442-B COTTAGE HILL ROAD

PHOTOS AGENDA / DW




2024/04/17


2024/04/17


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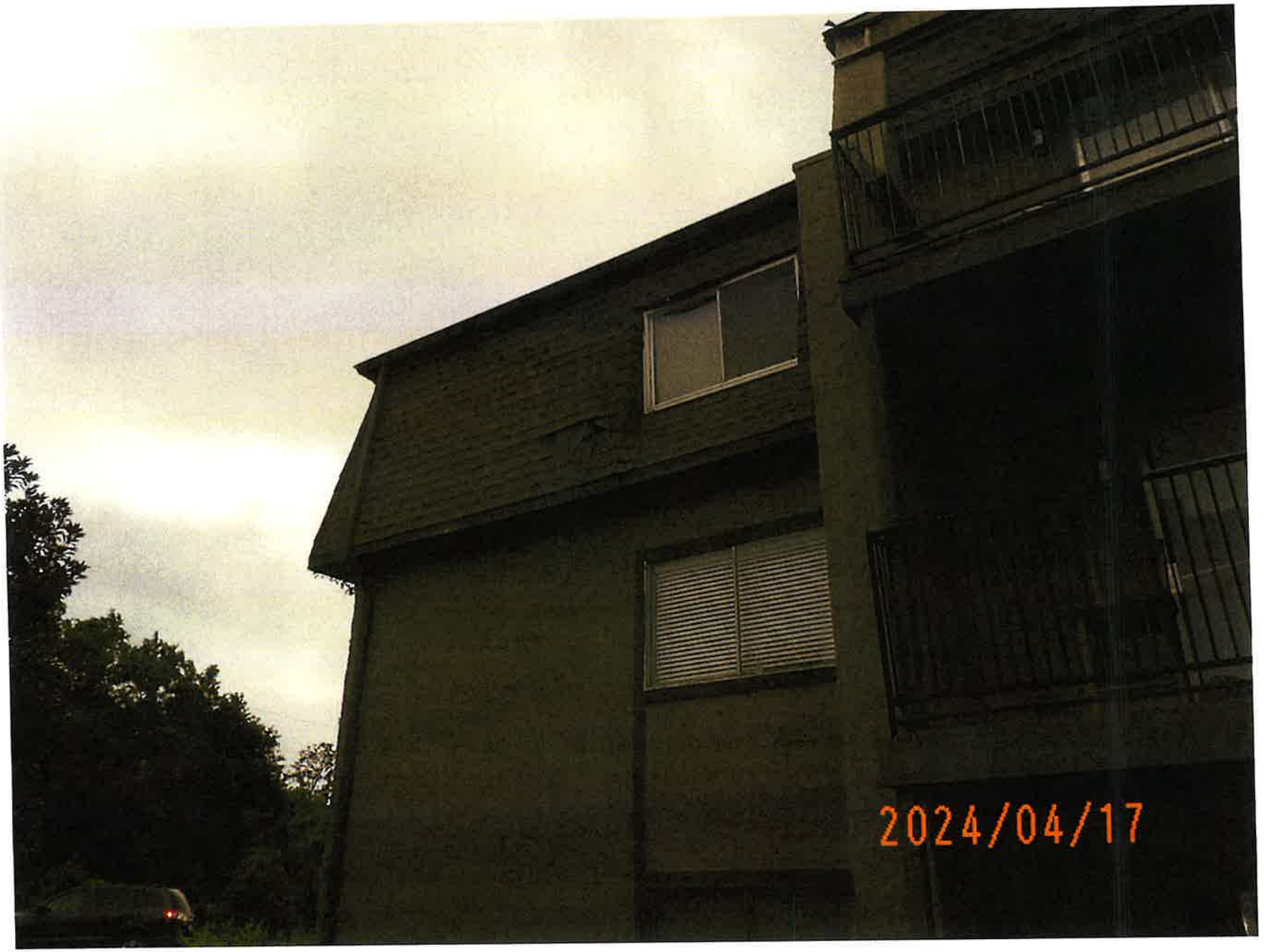

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NUISANCE ABATEMENT **442-B COTTAGE HILL ROAD** **PHOTOS AGENDA / DW**




2024/04/17
B


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NUISANCE ABATEMENT 442-B COTTAGE HILL ROAD PHOTOS AGENDA / DW




2024/04/17

NUISANCE ABATEMENT **442-B COTTAGE HILL ROAD** **PHOTOS AGENDA / DW**




2024/04/17

Affidavit of Mailed Notice

Date: April 30, 2024

State of Alabama
County of Mobile

Subject Property – 442-B Cottage Hill Road

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 **8 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: **442 Cottage Hill Road** **RUSH** Date: October 31, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 29, 2023

Per the Title Report, the owner is: Barrington Park Owner, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Barrington Park Owner, LLC 512 7th Ave Floor 16 New York NY 10018-4607	Owner address from Revenue Commission website Phone number 833-497-0427 Info was also found on LexisNexis
2	Barrington Park Owner, LLC c/o National Registered Agents, Inc. 2 North Jackson St STE 605 Montgomery AL 36104	Secondary address found on AL Secretary of State
3	Barrington Park Owner, LLC 512 Fashion Ave FL 16th New York, NY 10018-4603	Found address on LexisNexis
4	Barrington Park Owner, LLC 442 Cottage Hill Rd Mobile AL 36606-4726	Subject Address
5	Barrington Park Owner, LLC 33 Bloomfield Hills Pkwy Ste 135 Bloomfield Hills MI 48304	Found address on lien
6	Friedman Real Estate 34975 West Twelve Mile Rd Farmington Hills MI 48331	Found address on lien Management company for Barrington Park Owner, LLC

TAX STATUS: 2022 Tax Current – 2023 Tax Due

Parties with recorded liens per Title Report:

7	DHS, INC., dba Roto-Rooter Plumbers c/o Jason D Smith Anders, Boyett, Brady & Smith, PC One Maison, Ste 203 3800 Airport Blvd Mobile AL 36608	Lien instrument number 2023021172 recorded 4/6/2023 against Barrington Park Owner, LLC

Open Mortgages

8	Wells Fargo Bank as Trustee 9062 Old Annapolis Rd Columbia MD 21045	UCC filed 2/21/2020 instrument number 2020011009 Mortgage assigned 2/11/2020 Instrument number 2020008605

Lis Pendens

Lis Pendens filed by Courtney's Law Service, Inc. against Roco-Barrington, LLC, et al, recorded May 9, 2018, in LR Book 7634, page 433.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Councilmember: Joel Daves - District 5

Purpose and Scope of Project:

Declaring the Structure a Public Nuisane - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/30/2024

Renewal Date of Contract:

4/30/2024

Funding Source

Project # 3066 Louis Drive N - ME-141-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 3066 Louis Drive N	Cover Memo	4/24/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/24/2024 - 11:32 AM
City Clerk	Gauthier, Lana	Approved	4/25/2024 -

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3066 Louis Drive N** 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 **3066 Louis Drive N** described as:

LOT 30 WESTGATE MBK 6/563 #SEC 30 T4S R1W #MP29 09 30 3 001 8

Parcel Number: 29 09 30 3 001 027

Last Assessed to: WATKINS ALEXIS

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
April 18, 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 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3066 LOUIS DRIVE N,** OWNED BY OR MAY HAVE AN INTEREST: **WATKINS ALEXIS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 09 30 3 001 027

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3066 LOUISE DRIVE NORTH

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	11/07/2023	Comments	

Property Score			
Score	82	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-14-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 03/04/2024

Property Address: 3066 Louis Drive N **District No:** 5

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [ ] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [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.
- [ ] 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

Alexis Watkins
125 N Hickory Street
Centralia, Illinois 62801-3121

March 4, 2024

RE: **3066 Louis Drive N**
Project Number: ME-141-23

Dear Alexis Watkins:

On February 27, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 3066 Louis Drive N.

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

LOT 30 WESTGATE MBK 6/563 #SEC 30 T4S R1W #MP29 09 30 3 001

Parcel Number: 29 09 30 3 001 027

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 **April 17, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 17, 2024,** provide the Code Official with a work plan to accomplish the repairs by **April 17, 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 **April 17, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 30, 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 **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**




2024/04/17


2024/04/17

NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



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2024/04/17

NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



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NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



NUISANCE ABATEMENT **3066 LOIUS DRIVE N** **PHOTOS AGENDA / DW**



Affidavit of Mailed Notice

Date: April 30, 2024

State of Alabama
County of Mobile

Subject Property – 3066 Louis Drive N

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 **9 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: 3066 Louise Dr N Date: January 31, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 26, 2023

Per the Title Report, the owner is: Alexis Watkins

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Alexis Watkins 3066 Louise Dr N Mobile AL 36606-2839	Owner – Revenue Commission subject/location address – LexisNexis address good 8/2023 Phone numbers 251-509-2791, 251-490-6581 and 251-459-0791
2	Alexis Watkins 126 N Hickory St Centralia IL 62801-3121	LexisNexis address good 11/2023 Revenue Commission mailing address good 2023-2024
3	Alexis Watkins 801 N 12th St Mount Vernon IL 62864-2805	LexisNexis address good 8/2023
4	Alexis Watkins 2418 College St Mount Vernon IL 62864-3074	LexisNexis Address good 1/2023
5	Alexis Watkins 9375 Sagebrush Ct Semmes AL 36575-7531	LexisNexis address good 3/2021
6	Alexis Watkins 8430 Brandon Dr Citronelle AL 36522-2760	LexisNexis address good 7/2019

7 Alexis Watkins
8125 Faye St
Citronelle AL 36522-2760

LexisNexis address good 10/2021

TAX STATUS: 2023 PAID CURRENT

Parties with recorded liens per Title Report:

8 Alabama Power Company
1200 6th Ave N
Birmingham AL 35203

UCC filing 2022061806 filed 9/23/2022
$6,800.00

9 Kent McPhail & Associates
PO Box 870
Mobile AL 36602-3226

UCC filing 2022061806 filed 9/23/2022
$6,800.00

Open Mortgages: NONE

Lis Pendens NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	3 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	3 Cases
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	1 Case
Council District 6	Josh Woods	1 Case
Council District 7	Gina Gregory	4 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1657

Effective Date of Contract:

4/30/2024

Funding Source

Project # Weed Lien Group 1657 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1657	Backup Material	4/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/25/2024 - 11:13 AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **April 25, 2024**

SUBJECT: WEED LIEN GROUP **1657**

Attached, please find Assessment Lists for Weed Lien Group Number **1657** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 4/30/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 6/4/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 5/2/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 5/16/2024

LEGAL NOTICE ADS: 5/22/2024-5/29/2024

POSTING DATE: 5/28/2024

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1657	Res. No.
4/30/2024	LOTS TO BE DECLARED	58-
6/4/2024	LOTS FOR PUBLIC HEARING	58-
//2024	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1918 St Stephens Rd	34636	36784		2	
2	917 Sunset Dr	35078	36785		2	
3	1827 St Charles Ave	34583	36787		1	
4	5167 Border Dr	23856	36788		7	
5	6469 Barker Dr S	32160	36789		7	
6	2354 Riviera Dr S	28129	36790		3	
7	1403 Chinquapin St	16563	36791		2	
8	1560 Basil St	16381	36792		2	
9	612 Houston St	26412	36793		2	
10	7176 Tangerine Ave	34902	36794		7	
11	1124 Heustis St	26891	36795		3	
12	373 Fredonia St	29752	36796		1	
13	2051 Granger St/450 Williams St	30994	36797		2	
14	2116 Johns Lane	35520	36798		3	
15	2662 Carter Ave	32382	36800		1	
16	662 Merritt Dr N	35591	36802		5	
17	1621 Long Wood Rd	34528	36805		4	
18	5900 McPherson St	35651	36806		6	
19	7104 Tenth St	35632	36808		7	
				$ -		

District total for this group			
1	3		
2	6		
3	3		
4	1		
5	1		
6	1		
7	4		
	19	0	
*ADD Added in from other Groups			
*CBO Cut By Owner			
*N/A Taken out by Inspector			

Marchetta Jarte 4-25-24

Gary Jackson 4-25-24

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 10:50 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 **26th** day of **March, 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 **26th** day of **March, 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.**1655** 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

58-270 **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 #1655** 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 **30th day of April, 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: MAR 26 2024

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **April 19, 2024**

SUBJECT: WEED LIEN GROUP **1655**

Attached, please find Assessment Lists for Weed Lien Group Number **1655** 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): 3/26/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 4/30/2024

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): 4/28/2024

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 4/11/2024

LEGAL NOTICE ADS: 4/17/2024-4/24/2024

POSTING DATE: 4/23/2024

Copy to: Marchetta Taite

	WEED LIEN	
	1655	Res. No.
3/26/2024	LOTS TO BE DECLARED	58-
4/30/2024	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	3301 Springhill Ave	32449	35145		1	
2	1814 Toulmin Ave	33454	35404		1	
3	1824 Toulmin Ave	32534	35405		1	
4	1853 Toulmin Ave	15304	35406		1	
5	1051 Toulmin Ct	33508	35407		1	
6	2308 Holland St	27719	35408		1	
7	2617 Gold Ave	30341	35410		1	
8	2079 Victory Dr W	24968	35411		3	
9	311 Ogden Ave	31889	35412		1	
10	353 Ogden Ave	31887	35414		1	
11	351 Ogden Ave	31888	35415		1	
12	2513 McArthur Ave	32073	35416		1	
13	722 Bankhead PL	28903	35417		5	
14	2620 Halls Mill Rd	25565	35418		3	
15	857 Holcombe Ave	32246	35420		3	
16	1567 Johnston St	24942	35421		3	
17	409 Gaston St	26688	35422		2	
18	1248 Conception St Rd	32043	35424		2	
19	613 Belsaw Ave	32117	35426		2	
20	200 N Ann St	32486	35427		2	
				$ -		

District total for this group				
1	11			
2	4			
3	4			
4	0			
5	1			
6	0			
7	0			
	20		0	

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Larry Poole 3/26/24

Marchetta Daile 3-21-24

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Joseph Snowden, Executive Director of Administrative Services

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Employee of the Month - Resolution	Cover Memo	4/5/2024

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	4/25/2024 - 10:52 AM

April 5, 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **MARCH 2024 – Cynthia Sims (Employee #18966) Administrative Services**

  Revenue Department – Revenue Manager

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Submitted by:

Donna G. Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with Spring Fling on May 3, 2024.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-01/10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Old Shell Road School of Creative & Performing Arts PTO	Cover Memo	4/24/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/24/2024 - 2:35 PM

60- 2024

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

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **$1,500.00** to *Old Shell Road School of Creative & Performing Arts PTO*, from his discretionary funds; and

WHEREAS, *Old Shell Road School of Creative & Performing Arts PTO*, is a non-profit corporation operating in Alabama and providing a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Old Shell Road School of Creative & Performing Arts PTO* will be used to assist with Spring Fling on May 3, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVE D that the Mobile City Council hereby finds and determines that an appropriation of **$1,500.00** to *Old Shell Road School of Creative & Performing Arts PTO* 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:4/30/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Woods

Purpose and Scope of Project:

Funds will be used to assist with the beautification of the subdivision.

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-06/10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - HERITAGE WOODS SUBDIVISION PHASE II HOMEOWNERS ASSOCIATION	Cover Memo	4/24/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	4/24/2024 - 3:11 PM

60- 2024

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

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Woods wishes to appropriate **$2,500.00** to Heritage Woods Subdivision Phase II Homeowners Association, from his discretionary funds; and

WHEREAS, Heritage Woods Subdivision Phase II Homeowners Association., 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 Heritage Woods Subdivision Phase II Homeowners Association, will be used to assist with the beautification of the subdivision, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$2,500.00** to Heritage Woods Subdivision Phase II Homeowners Association, 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:4/30/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Penn and Councilmember Carroll

Purpose and Scope of Project:

Funds will be used to assist with the annual YMCA Benefits Luncheon

Amount of Contract:

$1,500

Funding Source

Project # DSC-01/10041020-42080; DSC-02/10041020

Discretionary Funds DSC-01; DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - DEARBORN YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.	Cover Memo	4/23/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	4/23/2024 - 1:09 PM

60- 2024

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

Sponsored by: Councilmember Cory Penn
Councilmember William Carroll

WHEREAS, Councilmember Penn wishes to appropriate **$500.00** and Councilmember Carroll wishes to appropriate **$1,000.00 ($1,500.00 total)** to Dearborn Young Men's Christian Association, Inc., from their discretionary funds; and

WHEREAS, Dearborn Young Men's Christian Association, Inc., is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Dearborn Young Men's Christian Association, Inc., will be used to assist with the annual YMCA Benefits Luncheon, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1,500.00** Dearborn Young Men's Christian Association, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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
Friends Of Municipal Cooperative Endeavor Agreement	Cover Memo	4/19/2024

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 MOBILE PARKS AND RECREATION DEPARTMENT
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 the Mobile Parks and Recreation Department (hereinafter called "PARKS"), and Friends of Municipal Park, (hereinafter called "FRIENDS"); for the purpose of management, maintenance, repair and renovation of Langan/Municipal Park (hereinafter "Project"); and, effective as of the 10 day of April, 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 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 a Project plan and/or to enter contracts or incur expenses without the express approval of the CITY or 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.

WHEREAS PARKS a Department of 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, PARKS and FRIENDS covenants and agrees 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. FRIENDS committed to constructing a Board which was to have at least one executive member representative from each, the Baseball Association, and the Football Association, to serve on the Board for every term. FRIENDS now covenants to 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 (07) days.

B. Within thirty days of the execution of this Agreement, provide 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 an 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, 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 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. FRIENDS is granted the authority to charge for the usage of the facility year-round and shall ensure that determination of said costs shall be in agreement with PARKS and shall maintain an accounting of all generated funds. 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;

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

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

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

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

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

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

L. Employ/hire any 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;

M. Coordinate with the CITY Architectural and Engineering Department (A&E) for the application and obtaining of any required permits or licenses for anything necessary to facilitate the project. Each portion of the project must have written verification from A&E as to whether a permit is required before the expenditure of funds;

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

O. 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 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;

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

Q. Cooperate with PARKS in providing services to CITY as needed;

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

S. 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;

T. FRIENDS commitment to PARKS for a long-term plan for the project requires FRIENDS to act in a consultant capacity. FRIENDS shall work as a Consultant to PARKS 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.

U. 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 CITY's, or PARK's option, 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 PARKS and/or CITY.

PARKS shall perform each of the following services as set forth in the Article:

A. Provide for necessary repairs of any PARKS infrastructure;
B. Provide for the maintenance of all PARKS 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.
G. CITY shall, through A&E, 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 not to exceed two years. 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 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 not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV -status against (A) any employee of or any City employee working with FRIENDS in any of FRIENDS' operations within City of mobile corporate limits or (B) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by FRIENDS. 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 7. Equal Employment Opportunity. FRIENDS further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV -status against any applicant for employment with FRIENDS. Further, FRIENDS agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer, or layoff; recruitment or recruitment compensation; and selection for training. FRIENDS agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, FRIENDS agrees all solicitations or advertisements for employees placed by or on behalf of FRIENDS shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

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.

FRIENDS agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of FRIENDS, the CITY may, at its option, terminate and cancel this Agreement.

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. 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 they have had an opportunity to consult with and be represented by counsel of **FRIENDS'** choosing in the review of this Agreement, that they, 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 they, have 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: Cliff Kennedy
Its PRES [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: Cliff Kennedy
Its PRES [Title]

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Rebecca S. Minto the undersigned Notary Public, in and for said County in said State, hereby certify that Cliff Kennedy whose name as President [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 10 day of April, 2024.

Rebecca S. Minto
Notary Public
State of Alabama At-Large
My Commission Expires:

{SEAL}

STATE OF NOTARY PUBLIC ALABAMA
REBECCA S. MINTO
My Commission Expires
January 5, 2028

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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:

A G R E E M E N T

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:4/30/2024

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
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

Signature

BID TABULATION FOR BID #5857
HEAVY DUTY UTILITY VEHICLE WITH MOUNTED 200 GALLON TURF SPRAYER AND TOP DRESSER, TRAILER MOUNTED, HYDRAULICALLY POWERED, TRACTOR TOWED

	BEARD	TURF TIME EQUIPMENT	MILL CREEK MANUFACTURING	JERRY PATE TURF	LADD'S GOLF & TURF
SPRAYER	$61,304.60 DEERE 2020A DEERE HD200	NB	NB	$74,951.25 TORO HDX 07383 TORO WKMN SPRAYER #41240	$50,892.00 SMITHCO 1204
TOP DRESSER	$39,945.00 TURFCO CR-15 (4YD)	$23,000.00 TURFTIME TT2430	$38,495.00 MILLCREEK TOP DRESSER 4300 TRACTOR HYDRAULIC	$46,183.00 TORO MH-400 44944	$38,452.00 MILLCREEK 4300/94142
	$21,819.00 TURFCO CR-8 (2YD)	10% 20 Days Discount	1% 20 Day Discount 38,110.05		

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
12/8/2023	5857	Various	Azalea City Golf Course

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 5, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
1 ea	**HEAVY DUTY UTILITY VEHICLE WITH MOUNTED 200 GALLON TURF SPRAYER AND TOP DRESSER, TRAILER MOUNTED, HYDRAULICALLY POWERED, TRACTOR TOWED** Heavy Duty Utility Vehicle with Mounted 200 Gallon Turf Sprayer mounted to a John Deere ProGator 2030A, or Toro Workman Model HDX-D or Equal Heavy Duty Two (2) Wheel Drive Utility Vehicle: As per the following minimum specifications. **Utility Vehicle:** Make_____ Model_____ **Sprayer:** Make_____ Model_____					
QTY 1-2	Trailer mounted, hydraulically powered, tractor-towed Top Dresser for athletic fields as per the following and attached minimum specifications. Mill Creek manufacturing Model 4300 or equal. Make_____ Model_____ Provide Literature and Specifications on products bid. Prior to award a demonstration may be required.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Upon award the City will purchase one (1) Utility Vehicle with Mounted Turf Sprayer and one (1) Top Dresser.

Quote delivered pricing FOB Mobile.

There is no loading dock available to unload the above items.

City will not assist in the unloading of items.

Vendor will need to arrange for the unloading if they are not using a self-unloading transport.

Vendor will need a City of Mobile Business License prior to award.

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

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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

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

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

MINIMUM SPECIFICATIONS FOR HEAVY DUTY UTILITY VEHICLE AND TURF SPRAYER

John Deere Pro Gator 2020A or
Toro Workman Model Multi Pro WM or equal
With 200-gal turf sprayer directly mounted on truckster
(not simply a skid unit in the truckster bed)

Model = Unit must be current year model with 0 hours.

Vehicle specifications:

Engine = **4**-cylinder, liquid-cooled, gasoline engine, 34-horsepower

Drive System = 2-wheel drive, manual shift transmission, rear differential lock

Controls = dual mode throttle (foot control and hand control with throttle lock), hand operated lift and lower lever, hand operated remote hydraulic controls for implements such as sprayer pump

Gauges = fuel gauge, hour meter, temperature gauge, tachometer, speedometer

Steering = power steering

Tires = ultra-trac or turf tread, rear tires to be widest tire available for this vehicle

Accessories = head light kit, adjustable seat, 2-post roll over protection system, mirror kit, hard canopy top with Cool Top fan mounted in canopy

Sprayer specifications:

Pump = high capacity, chemical resistant, stainless steel centrifugal pump or 6-way diaphragm pump, driven by remote hydraulics on utility vehicle

Tank = high density polyethylene, 200 gallon capacity, low center of gravity

Boom = break away, level float boom, made of 3 sections that fold up for transport, total width of 18-feet with a minimum of 11 nozzle assemblies on 20 inch spacing

Boom Control System = liquid-filled pressure gauge, individual on/off switches for each boom and a master on/off switch for all three booms, an open/close switch on the controller which operates an electronic pressure regulating ball valve, each boom shall have its own Teejet AA144 (or equal) electric throttling valve to allow precise calibration

Nozzles = nozzle body assembly to include a diaphragm and a set of triple nozzles, each nozzle group to include one Teejet AI11004-VS, one Teejet AI11008-VS, and one Teejet AI11015VS nozzle in addition to all hardware necessary to apply pesticides (tip, gasket, color-coded cap, etc.)

Foam Marker = adjustable to control frequency of drops, independent control for each boom at the operator seat

Electric Boom Lift = electro-hydraulic operated lift cylinders for each boom with a switch on the operator panel to allow the operator to lift and lower each boom independently

Agitation = internal agitation system to keep pesticides in suspension

Warranty = two-year limited warranty.

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (pumps, nozzles, filters, etc.).

Top Dresser for Athletic Field Use
MillCreek Manufacturing Model 4300 or equal

Minimum Specifications:

- 11-Gauge Steel Body
- Rubber Coated Drive Roller
- 3.2 Heaped Cubic Yard Capacity
- 7,500 Lb. Capacity
- Urethane Liner
- Self-Aligning V-Track System to Maintain Belt Alignment
- Tires 41-18LL-16.1 6-Ply Flotation Turf Tires (14 PSW, Fully Loaded Ground Pressure, Wide Track Stability)
- Hydraulics Through Tractor, 7 GPM, 1500 PSI
- Minimum 35 HP Tractor Required
- Dual Hydraulic Controls for Speed of the Floor Apron Belt and Control of the Speed of the Spreading Attachment
- No-Clog Beater Attachment
- Able to Spread Wet Material as well as Dry, including:
    - Sand/Peat Top Dressing
    - Infield Mixes
    - Compost
    - Grass Clippings
    - Crumb Rubber
    - Synthetic Turf Infill
    - Pelletized Lime
    - Wood Chips
- Applies a Steady, Uniform Pattern from 8 – 12 ft Wide
- Dual Spinner Attachment for Applications up to 35 ft. Wide
- Varying Coverage Depth
- Safety Chains
- Bucket Loading Width 8 ft 2 in.
- Overall Width 93 in
- Overall Length 152 in.
- Loading Height 65 in.
- Material Delivery Belt 45.5 in.
- Two Year Warranty

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

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	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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
	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	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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
	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	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

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 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:4/30/2024

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	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
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 3

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

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.

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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

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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:4/30/2024

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.

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TOTAL

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BID CONTINUATION SHEET

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

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

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READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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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:4/30/2024

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					

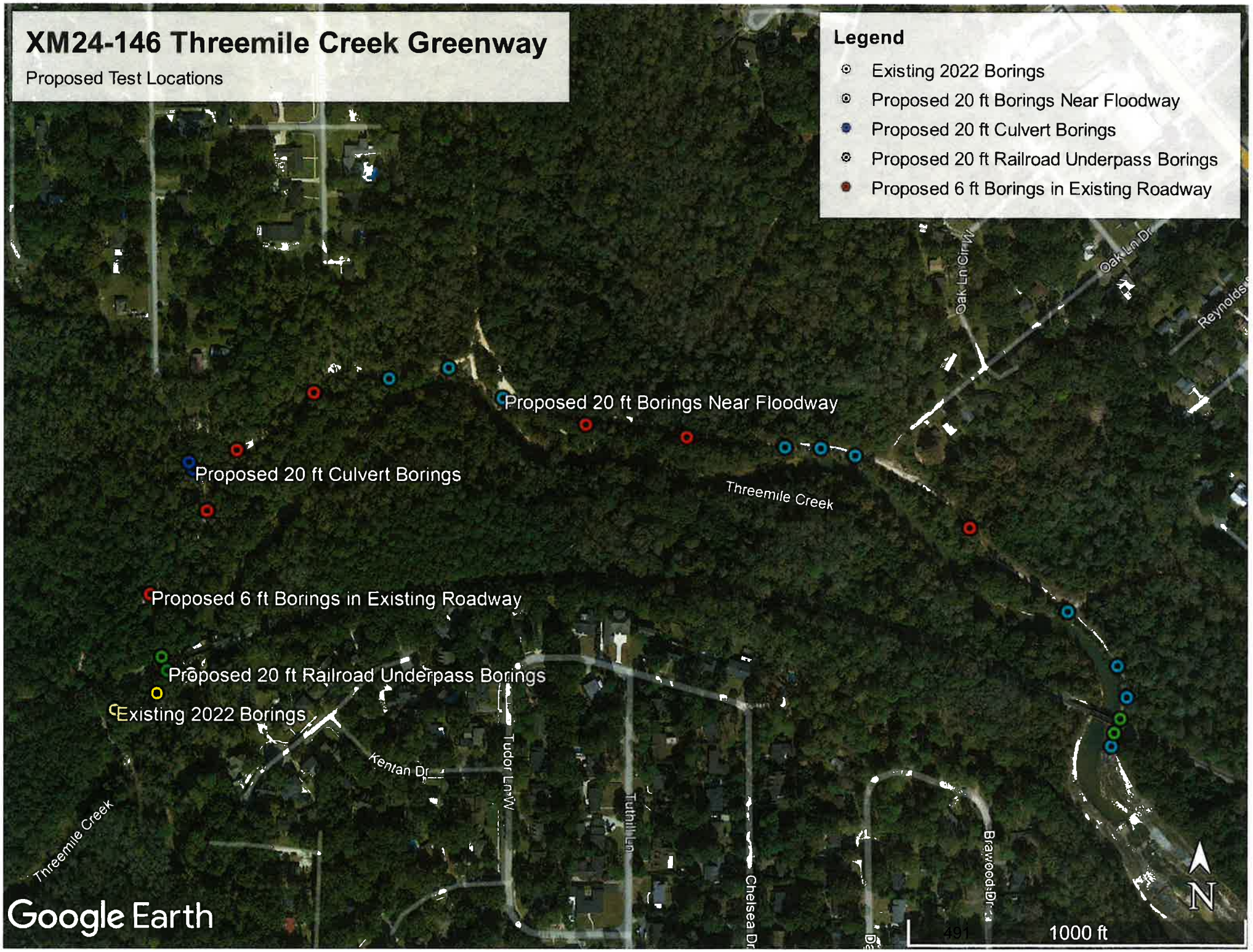
Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

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
491
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:4/30/2024

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 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MUNICIPAL GARAGE
4000 EASTERN BLVD	770 GAYLE STREET
MONTGOMERY, AL 36116	MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000 Fax 334-613-5018	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
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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
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
	Vendor Item Inventory Item/Loc 14009	EACH		
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 EACH	1095.00000	2190.00
	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:4/30/2024

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



Master Services and Purchasing Agreement for Agency

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			NGO0001132	08/01/2023	08/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X see Prod Liab info att'd						MED EXP (Any one person)	$50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER: Xcl Prod/Comp Ops						PRODUCTS - COMP/OP AGG	Excluded
							Per Occ SIR	$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N / A						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

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:4/30/2024

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:4/30/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 2:29 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 1109, 1111, and 1113 West I-65 Service Road North

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of June, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 8th day of May, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1109, 1111, & 1113 West I-65 Service Road North.

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

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

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

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

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

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

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

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

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

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

Dear Council Members:

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

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

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

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

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

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

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

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

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

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

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

The advertising fee for this application based on the current legal description is $473.86. Upon receipt of this fee (*check made out to the "City of Mobile*"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

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

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

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

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

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

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

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

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

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** — Checklist A

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

☐ **Planned Development** — Checklist C

☑ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

---

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

	Applicant	Agent (If Applicable)
Name:	Mark Harris	
Firm:	Harris Real Estate	
Phone:	561-573-1036	
Email:	Dogriverrat@comcast.net	
Address:	8021 Fordham Rd, Mobile, AL 36619	

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

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

1111 1113 W I65 service rd — Property Address

6.54 acres — Property Area (acres or square feet)

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

I-1 — Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — 5 Oct 2023 — Date

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

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

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

Applicant or Agent Signature — 5 Oct 2023 — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

☐ Planning Commission Application

☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

   _____
   Future Land Use Map (FLUM) Designation

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

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

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

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

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

   Multiple building (brick and metal)

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

   Grass along the right of way

   - ☐ Lighting:

   Yes

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

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

   Subdividing will not affect any of this.

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

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

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project Harris

Address 1109 W I-65 Service Rd N 36617

Owner Mark Harris

Address 8021 FORDHAM RD Zip Code 36619

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

Authorized Agent Stewart Surveying

Address 10930B Dauphin Island Pkwy Zip Code 36582

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

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Stewart Surveying — Stewart Surveying

Signature — Print

8/29/23 — Surveyor

Date — Affiliation to project/Organization

Justification of Request

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

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

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

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

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

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

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

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

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

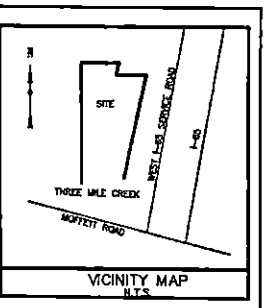
LEGAL DESCRIPTION

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

100 0 100
Scale: 1" = 100'

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

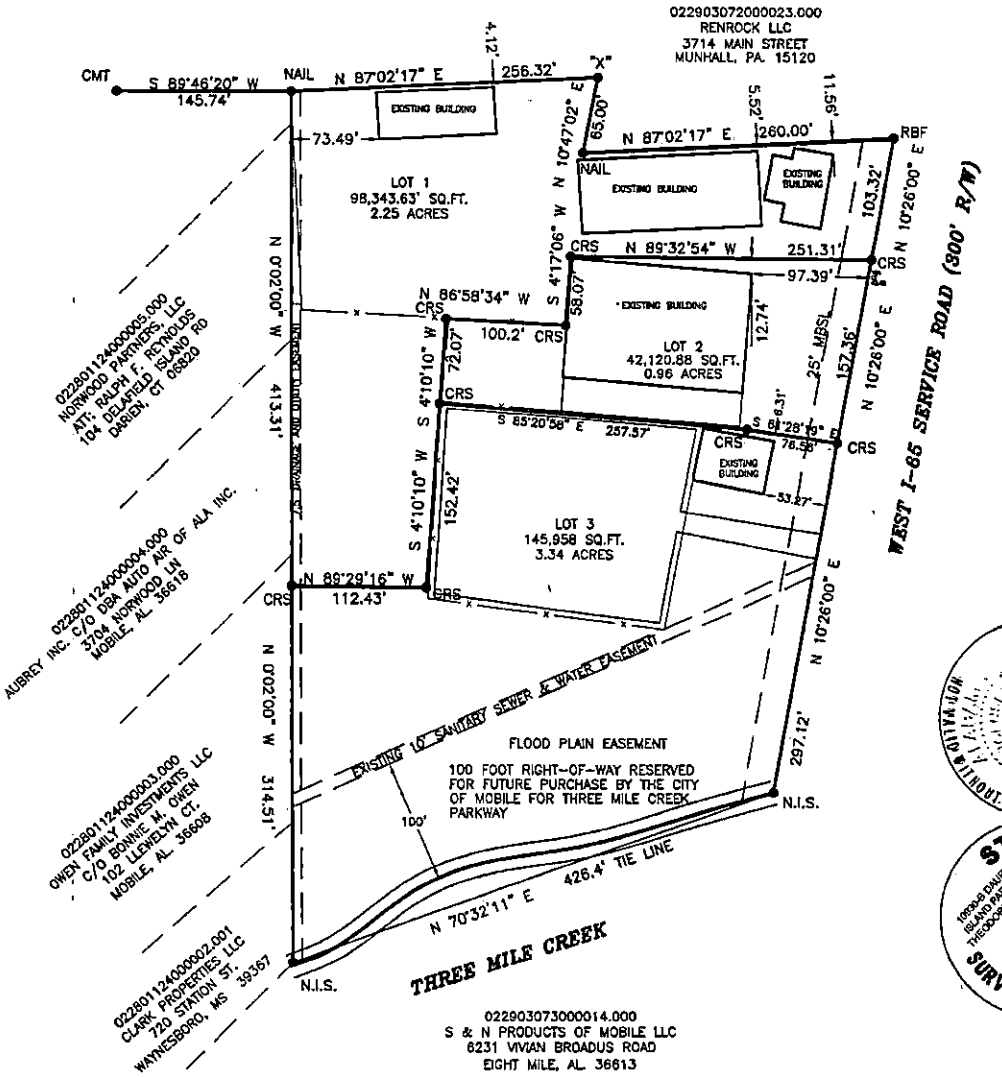
TYPE OF SURVEY: SITE PLAN
RECORD BEARING BASED ON SUBDIVISION PLAT
COLLECTED BEARING BASED ON G.P.S OBSERVATIONS



VICINITY MAP
N.T.S.

LEGEND:

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



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

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

SURVEYOR'S CERTIFICATE – SIGNED BY OWNERS

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

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

STEWART SURVEYING INC.
10908 DAUPHIN ISLAND PARKWAY THEODORE, AL 36582
251-679-8020

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

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

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

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

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

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

HALLCO LLC
303 BAY HILL DR
MOBILE , AL 36617

HALLCO LLC
303 BAY HILL DR
MOBILE , AL 36617

HALLCO LLC
303 BAY HILL DR
MOBILE , AL 36617

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

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

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

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

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

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

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

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

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

CLARK PROPERTIES LLC
720 STATION ST
WAYNESBORO , MS 39367

CLARK PROPERTIES LLC
720 STATION ST
WAYNESBORO , MS 39367

CLARK PROPERTIES LLC
720 STATION ST
WAYNESBORO , MS 39367

ALABAMA POWER
150 ST. JOSEPH ST
MOBILE, AL 36652

ALABAMA POWER
150 ST. JOSEPH ST
MOBILE, AL 36652

ALABAMA POWER
150 ST. JOSEPH ST
MOBILE, AL 36652

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

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

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

SPIRE INC
2828 DAUPHIN ST.
MOBILE, AL 36606

SPIRE INC
2828 DAUPHIN ST.
MOBILE, AL 36606

SPIRE INC
2828 DAUPHIN ST.
MOBILE, AL 36606

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

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

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

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

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

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

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

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

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

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

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

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

RENROCK LLC
3714 MAIN ST
MUNHALL , PA 15120

RENROCK LLC
3714 MAIN ST
MUNHALL , PA 15120

RENROCK LLC
3714 MAIN ST
MUNHALL , PA 15120

Agenda Item # 10

SUB-002816-2024 & MOD-002815-2024

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

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

Subdivision Name (as applicable):
Harris Subdivision

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

Property Owner:
Mark Harris, Harris Real Estate, LLC

Current Zoning:
I-1, Light-Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

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

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

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

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

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

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

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

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

Modification of Planned Unit Development

1. Label the drawing as the PUD Site Plan.
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
    b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
    c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
    d. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
    e. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
    f. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
    g. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

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

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

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

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

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

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

Planned Unit Development Modification

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

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

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

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

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

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

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

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

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

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

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

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

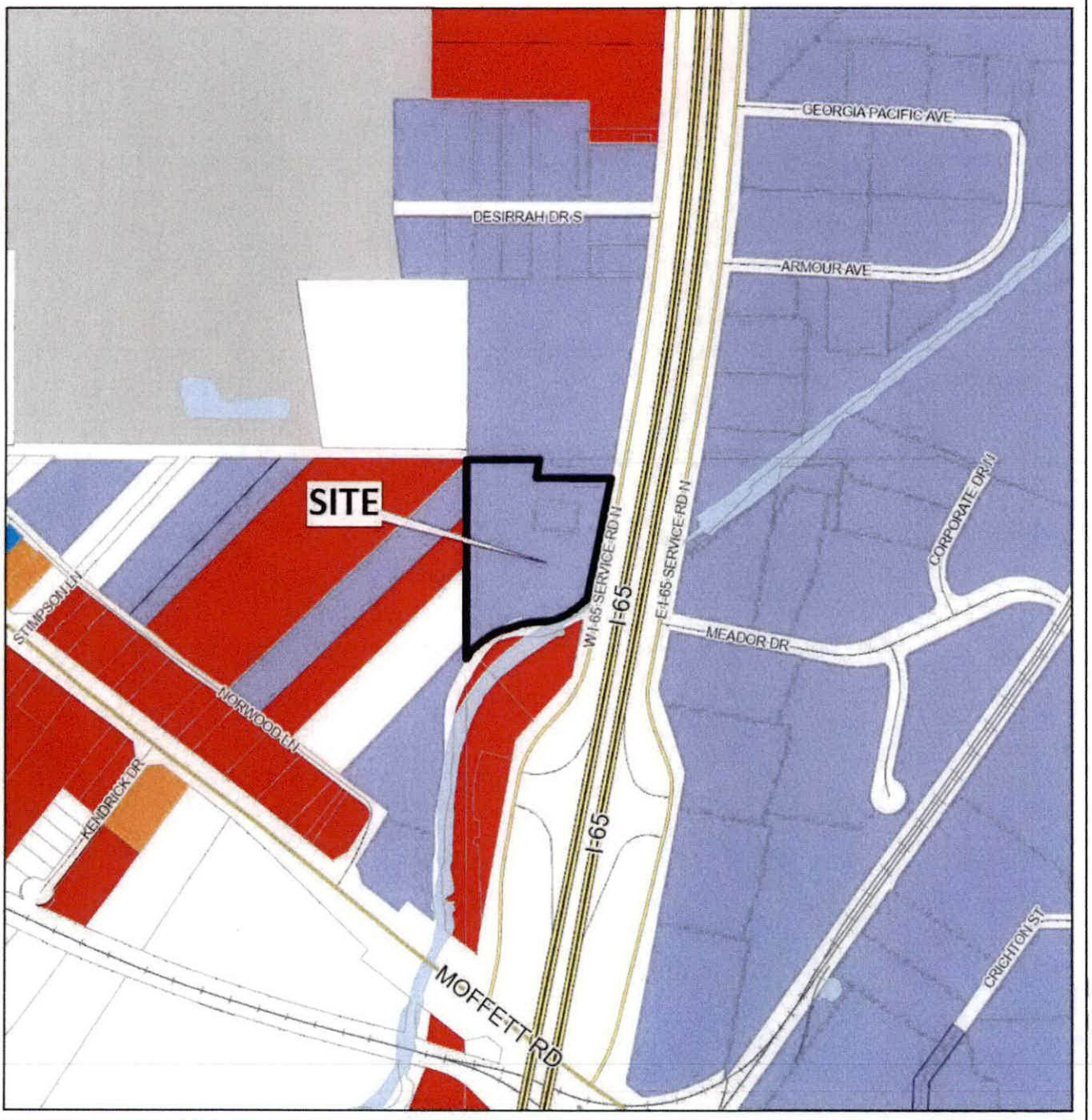
Considerations:

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

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE February 22, 2024

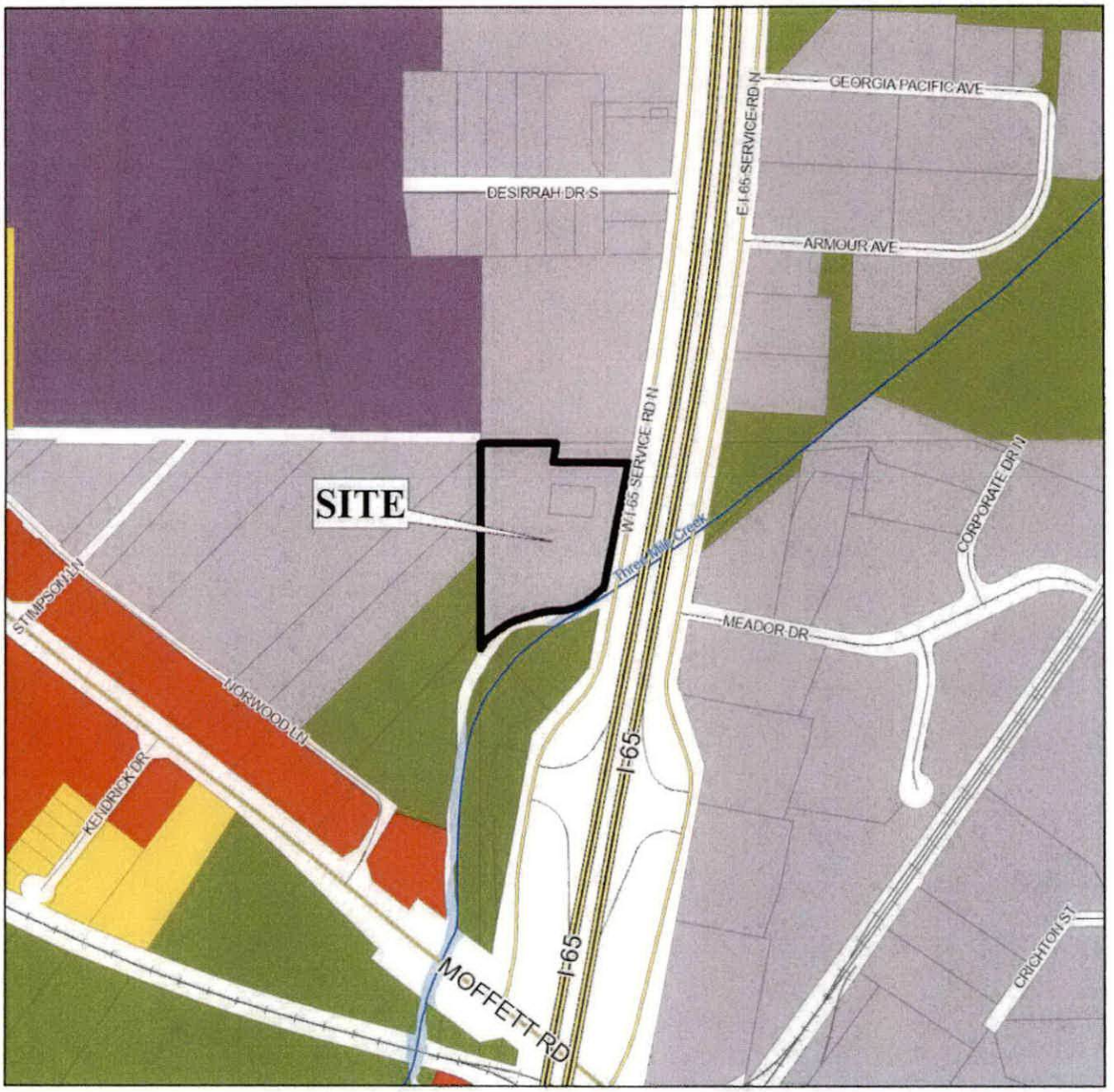
APPLICANT Harris Subdivision

REQUEST Subdivision, PUD Modification

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FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

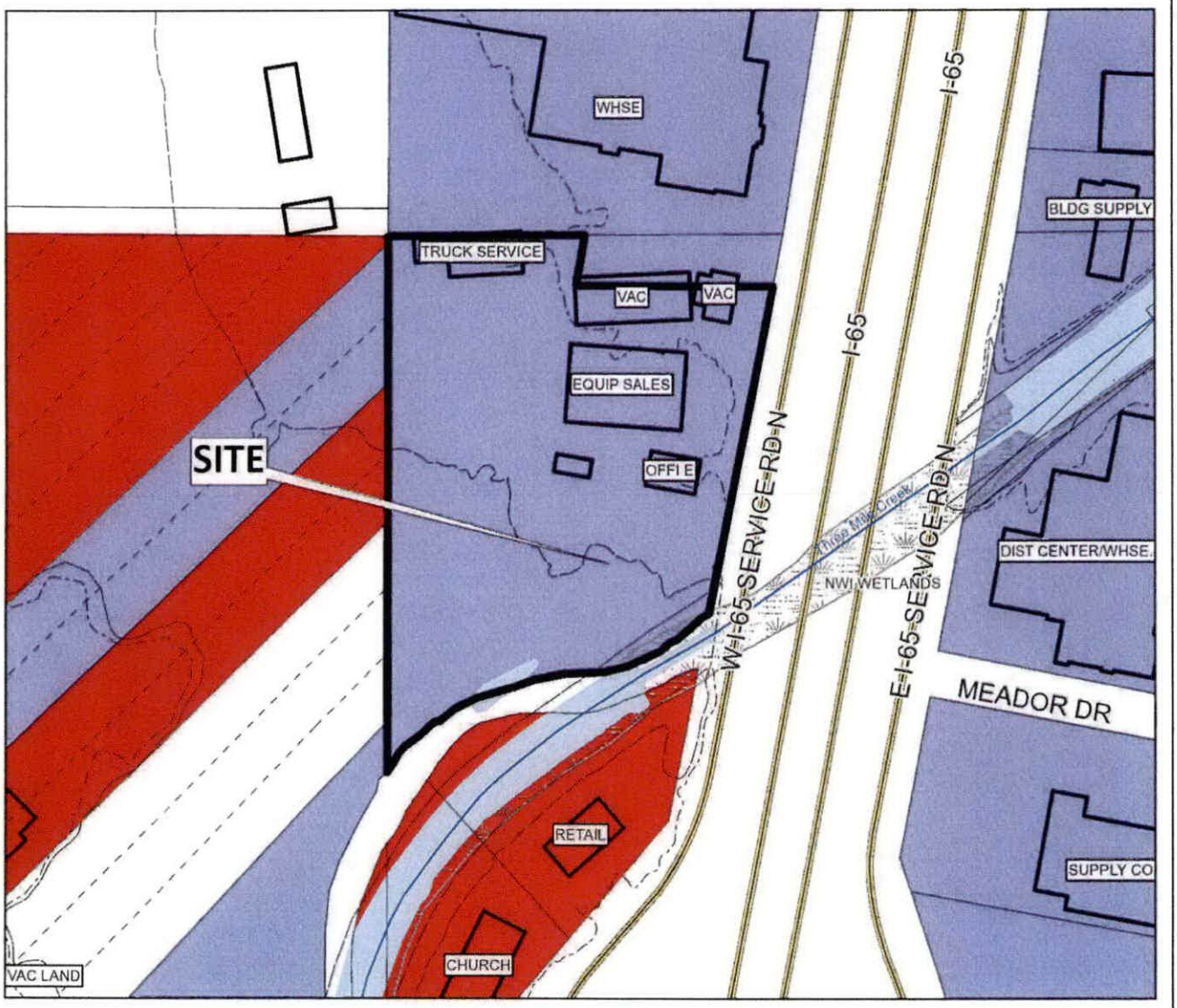
REQUEST Subdivision, PUD Modification

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

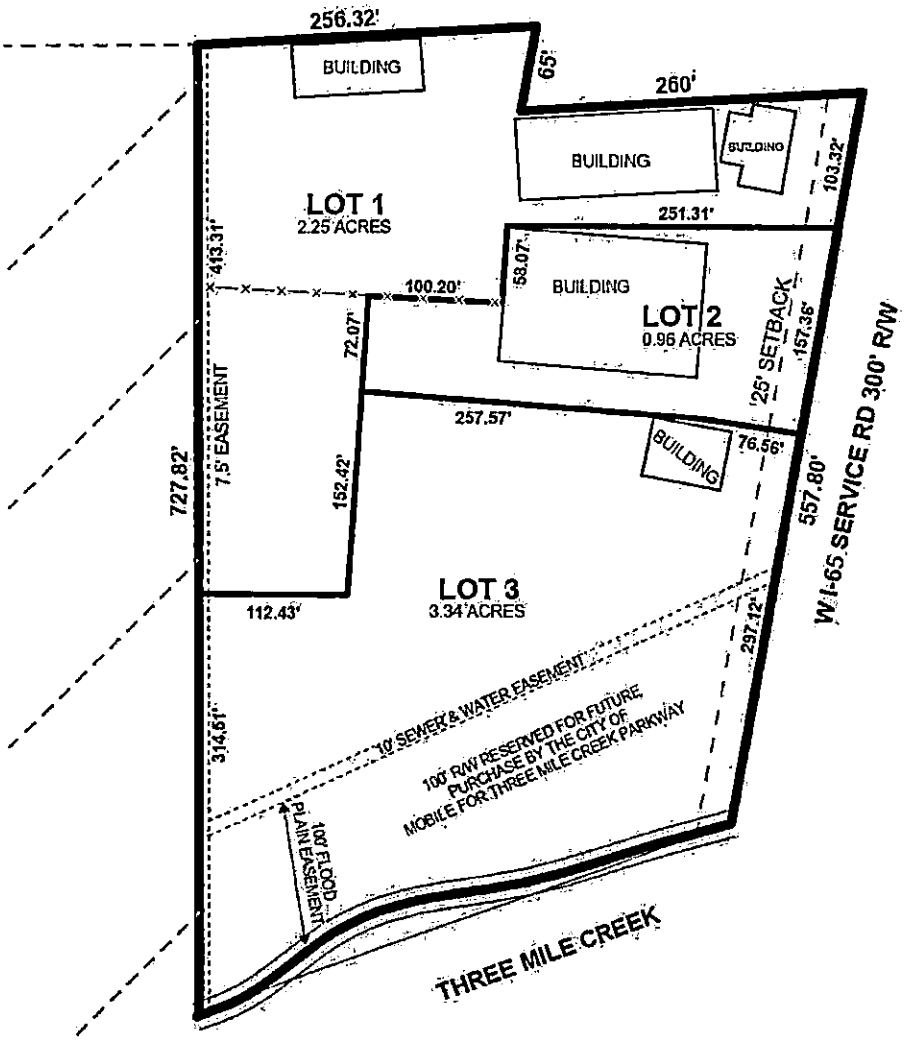
REQUEST Subdivision, PUD Modification

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

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NTS

SITE PLAN



The site plan illustrates the proposed lots, existing buildings, setback, and easements.

APPLICATION NUMBER 10 DATE February 22, 2024

APPLICANT Harris Subdivision

REQUEST Subdivision, PUD Modification

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NTS

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

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

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 2:09 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 4464 and 4474 Halls Mill Road

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 4th day of June, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 8th day of May, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 4464 and 4474 Halls Mill Road.

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

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

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

Adopted:

_____

Lisa Lambert, City Clerk

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

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

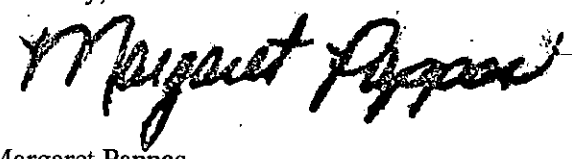
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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

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

Copies of the application and reports are attached.

Sincerely,



Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

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

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

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

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

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

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

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

The advertising fee for this application based on the current legal description is $812.82. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

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

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION
January 25, 2024
PUBLIC HEARING NOTICE

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

Dear Property Owner(s):

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

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

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

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

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

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

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

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

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

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

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

6.84 acres
Property Area (acres or square feet)

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

B-3
Present Zoning or Transect District

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

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

1/16/2024
Date

Applicant or Agent Signature (if applicable)

1/16/2024
Date

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

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

Applicant or Agent Signature

1/16/2024
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

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

   Light Industry
   Future Land Use Map (FLUM) Designation

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

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

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

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

6. Please provide the following information:

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

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

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

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

☐ Lighting:

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

☐ Hours of operation:

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

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

50-foot non exclusive easement for ingress and egress.

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

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

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

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

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   The meeting will be held at 4474 Halls Mill Road Mobile, AL 36693 at 4:30 p.m. on Tuesday, January 30th.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

PUD NARRATIVE

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

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

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

Application Submission
Contact Information

Name of Project: Persons Development

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

Owner: Persons Development & Construction Services, LLC

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

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

Authorized Agent: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Rowe Engineering & Surveying

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

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

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature

Cecil "Zeke" Hudson
Print

1/16/2024
Date

PLS/Rowe Engineering & Surveying
Affiliation to project/Organization

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Forms

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

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

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

Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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

OWNERSHIP CHANGES:

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

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

NEW COUNTY MAP

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

CAPture Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

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

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

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Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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

OWNERSHIP CHANGES:

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

QUICK LINKS
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NEW COUNTY MAP

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

CAPtime Citizen Access

MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

- Search
- Pay Tax
- Forms

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

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

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

Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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

OWNERSHIP CHANGES:

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

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NEW COUNTY MAP

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

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

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

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Tax Year : 2023

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

QUICK LINKS

- Property Tax
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- Millage Rate
- Contact Us
- County Site
- ** News **

SALES INFORMATION

SALES HISTORY:

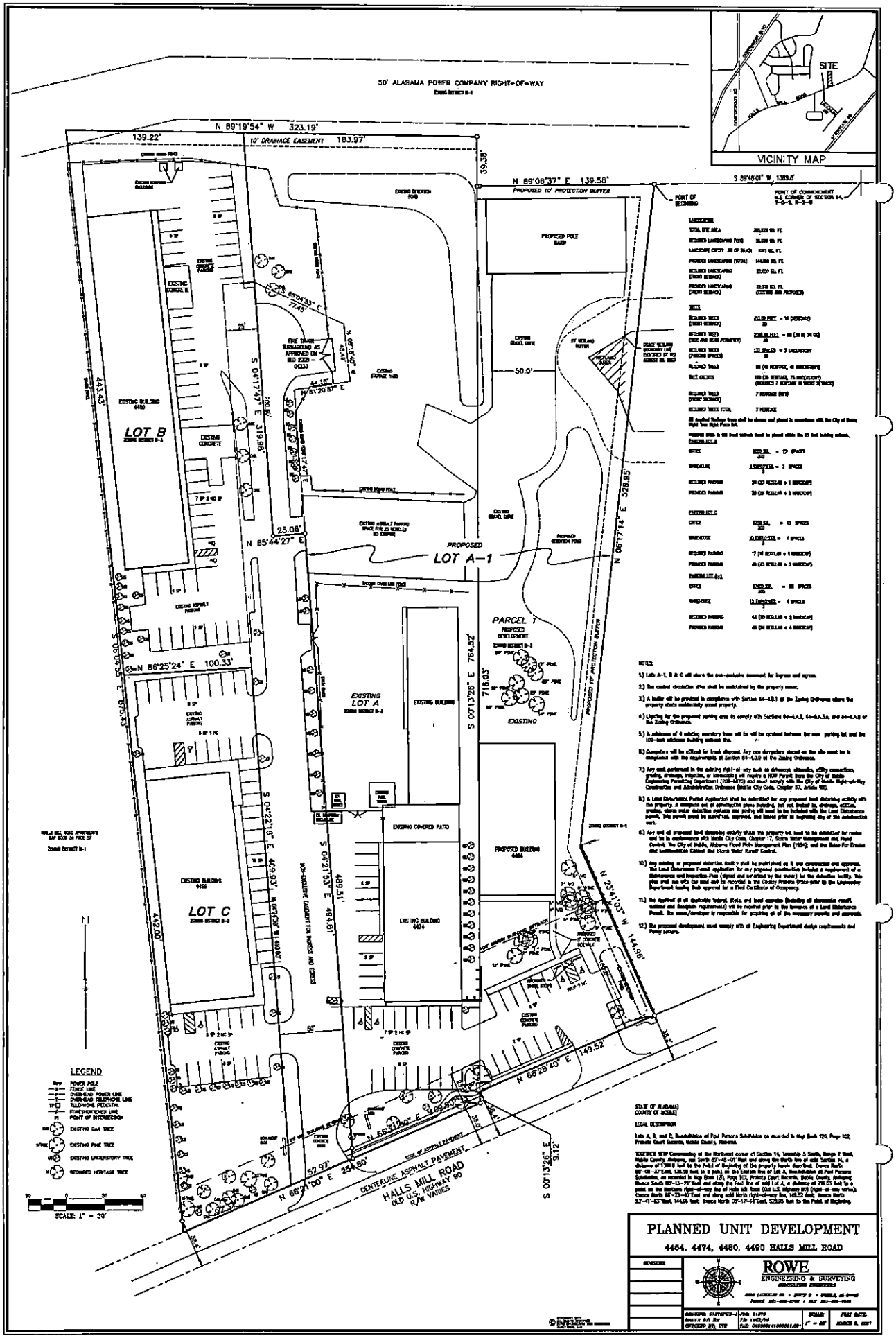
Sale Date	Price	Deed	Grantor	Grantee
5/15/2020	$155,000	2020029365	HART LAURIE W	PERSONS DEVELOPMENT & CONSTRUCTION SERVICES LLC
10/18/2006	$80,000	QD6064-1793		
8/31/1997	$75,000	WD4492-1884		
6/4/1997	$50,000	4492-1881		
5/7/1997	$10	WD4464-952		
2/1/1956	$0	668-579		

PROPERTY OWNERSHIP HISTORY:

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

OWNERSHIP CHANGES:

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


50' ALABAMA POWER COMPANY RIGHT-OF-WAY
N 89°19'54" W 323.19'
139.22'
10' DRAINAGE EASEMENT
183.97'
39.35'
N 89°06'37" E 139.56'
PROPOSED 10' PROTECTION BUFFER
S 89°45'01" W 1389.8'
POINT OF BEGINNING
POINT OF COMMENCEMENT N.E. CORNER OF SECTION 14, T-5-S, R-2-W
VICINITY MAP
SITE
HALLS MILL ROAD
LOT B
EXISTING BUILDING 4480
LOT C
EXISTING BUILDING 4490
EXISTING LOT A
EXISTING BUILDING
EXISTING COVERED PATIO
PROPOSED LOT A-1
PROPOSED BUILDING 4464
EXISTING BUILDING 4474
PARCEL 1
PROPOSED DEVELOPMENT
PROPOSED POLE BARN
EXISTING STORAGE YARD
EXISTING GRAVEL DRIVE
EXISTING ASPHALT PAVING
EXISTING CONCRETE PARKING
EXISTING CONCRETE
EXISTING ASPHALT PARKING
EXISTING DUMPSTER PAD
EXISTING DRIVE
PROPOSED DETENTION POND
EXISTING DETENTION POND
ST WETLAND BUFFER
STATE WETLAND BOUNDARY LINE SURVEYED BY WES ADKINS ON MAY
FIRE FLOW TURNAROUND AS APPROVED ON MID RIVER - 06/13
N 85°44'27" E
25.06'
N 06°17'14" E 526.85'
S 00°13'25" E 764.52'
716.03'
N 86°25'24" E 100.33'
S 04°17'47" E 319.98'
S 04°22'15" E 469.03'
S 04°21'53" E 489.51'
N 25°41'05" W 144.96'
N 66°25'40" E 149.52'
N 66°21'00" E 254.60'
S 00°13'26" E 9.12'
443.43'
442.00'
50.0'
38.2'
52.97'
NON-EXCLUSIVE EASEMENT FOR ACCESS AND EGRESS
CENTERLINE ASPHALT PAVEMENT
HALLS MILL ROAD
OLD U.S. HIGHWAY 90
R/W VARIES
LEGEND
EXISTING OAK TREE
EXISTING PINE TREE
EXISTING UNDERSTORY TREE
REQUIRED HERITAGE TREE
SCALE: 1" = 30'
LANDSCAPING
PARKING LOT A
PARKING LOT A-1
NOTES:
1) Lots A-1, B & C will share the non-exclusive easement for ingress and egress.
2) The control elevation shall be maintained by the property owner.
3) A buffer will be provided in compliance with Section 64-4.D.1 of the Zoning Ordinance where the property abuts residentially zoned property.
4) Lighting for the proposed parking area to comply with Sections 64-4.A.2, 64-6.A.3.a, and 64-6.A.3 of the Zoning Ordinance.
5) A minimum of 4 existing overstory trees will be retained between the new parking lot and the 109-bed childcare building network this.
6) Dumpsters will be utilized for trash disposal. Any new dumpsters placed on the site must be in compliance with the requirements of Section 64-4.D.9 of the Zoning Ordinance.
7) Any work performed in the existing right-of-way such as driveways, sidewalks, utility connections, grading, drainage, inspection, or landscaping will require a ROW Permit from the City of Mobile, Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
8) A Land Disturbance Permit Application shall be submitted for any proposed land disturbing activity with this property. A complete set of construction plans including, but not limited to drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This permit must be submitted, approved, and issued prior to beginning any of the construction work.
9) Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
10) Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction included a requirement of a maintenance and inspection Plan (signed and notarized by the owner) for the detention facility. This plan shall was with the land and be recorded in the County Probate Office prior to the Engineering Department issuing final approval for a Final Certificate of Occupancy.
11) The approval of all applicable federal, state, and local agencies (including all stormwater runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance Permit. The owner/developer is responsible for acquiring all of the necessary permits and approvals.
12) The proposed development must comply with all Engineering Department design requirements and Policy Letters.
STATE OF ALABAMA
COUNTY OF MOBILE
LEGAL DESCRIPTION
Lots A, B, and C, Subdivision of Paul Parsons Subdivision as recorded in Map Book 120, Page 102, Probate Court Records, Mobile County, Alabama.
TOGETHER WITH Commencing at the Northeast corner of Section 14, Township 5 South, Range 2 West, Mobile County, Alabama; run South 89°-45'-01" West and along the North line of said Section 14, a distance of 1389.8 feet to the Point of Beginning of the property herein described; thence North 06°-06'-27" East, 138.28 feet to a point on the Eastern line of Lot A, Subdivision of Paul Parsons Subdivision, as recorded in Map Book 120, Page 102, Probate Court Records, Mobile County, Alabama; thence South 83°-11'-29" East and along the East line of said Lot A, a distance of 276.53 feet to a point on the Northern right-of-way line of Halls Mill Road (Old U.S. Highway 90) (right-of-way varies); thence North 66°-25'-40" East and along said North right-of-way line, 149.52 feet; thence North 23°-41'-05" West, 144.96 feet; thence North 06°-17'-14" East, 526.85 feet to the Point of Beginning.
PLANNED UNIT DEVELOPMENT
4464, 4474, 4480, 4490 HALLS MILL ROAD
REVISIONS
ROWE
ENGINEERING & SURVEYING
CIVIL ENGINEERS
SCALE: 1" = 30'
PLAT DATE: MARCH 6, 2007

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

Kathryn Beam
4383 Fathbrook Ln
Mobile, AL 36693-4932

Mobile County
205 Government St
Mobile, AL 36644-1001

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

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

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

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

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

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

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

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

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

Bradley Graham
4367 Birchwood Dr
Mobile, AL 36606

Bobby & Cynthia Daffin
4382 Fathbrooke Ln
Mobile, AL 36693

Ann Hatch
4384 Fathbrook Ln
Mobile, AL 36693-4931

John Breedlove
4386 Fathbrook Ln
Mobile, AL 36693-4931

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

Daryoush Bayatpour
6455 Maryknoll Dr
Mobile, AL 36695

Linda Northrup
4377 Fathbrook Ln
Mobile, AL 36609-4932

Tiffany Driver
4380 Fathbrook Ln
Mobile, AL 36693

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

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

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

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

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

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

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

Agenda Item # 9

SUB-002813-2024 & MOD-002814-2024

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
4464 & 4474 Halls Mill Road

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

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

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

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
Light Industry

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

Schedule for Development:
- Upon approval

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

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

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Staff Comments 3
Commission Considerations 7
Exhibits 10

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

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

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

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

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

STAFF COMMENTS

Engineering Comments:

Subdivision (SUB-0002813-2024)

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a written description for the subdivision boundary.
C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
D. Revise NOTES #9 from "Lot A-1 – NONE." To "Lot A-1 – 2,300 sf."
E. Revise NOTES #12 from "All proposed..." to "All existing and proposed...".
F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002814-2024)

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

Traffic Engineering Comments:

Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

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

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

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

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

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

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

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

Planned Unit Development Modification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

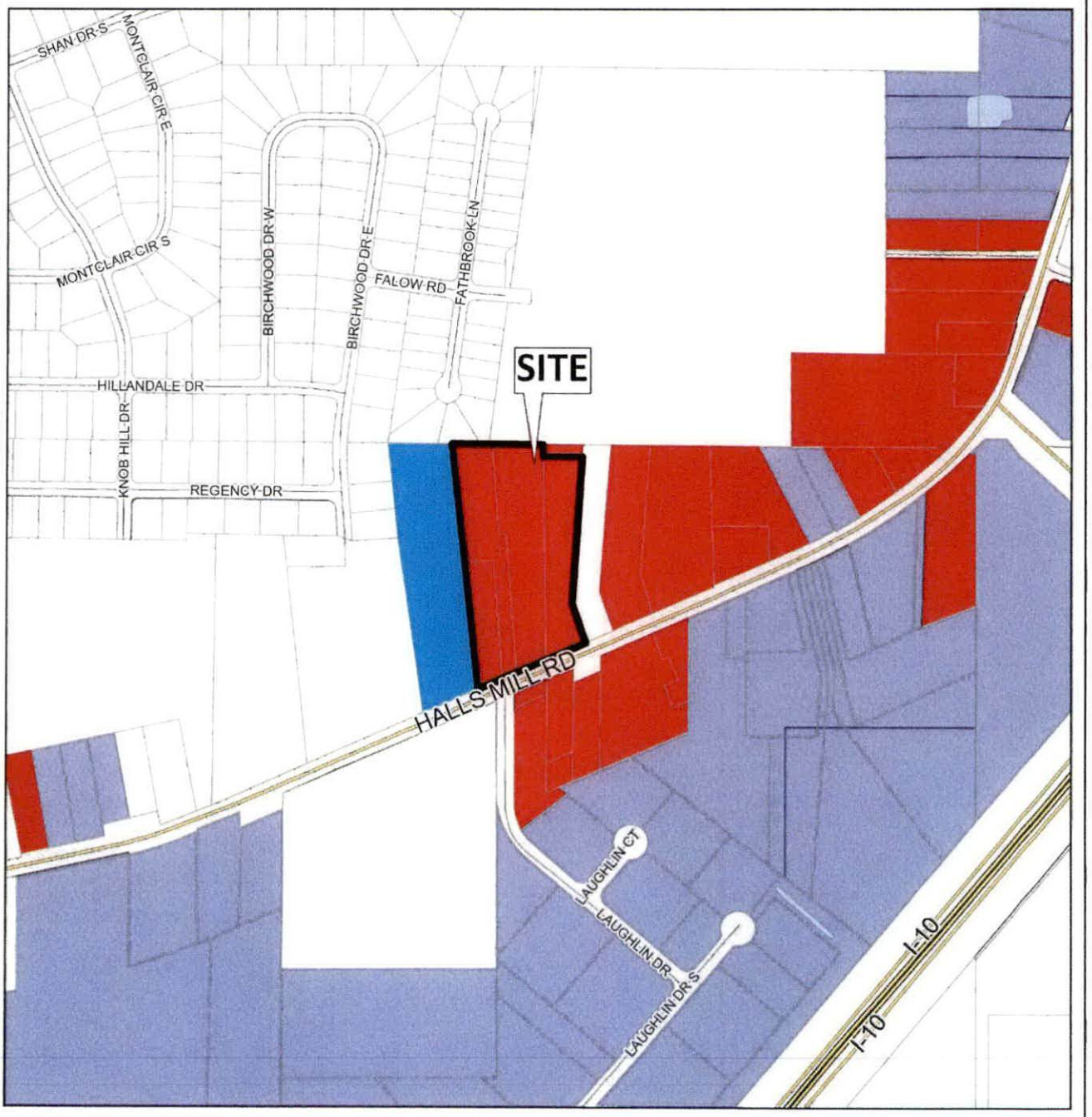
Considerations:

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

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE February 22, 2024

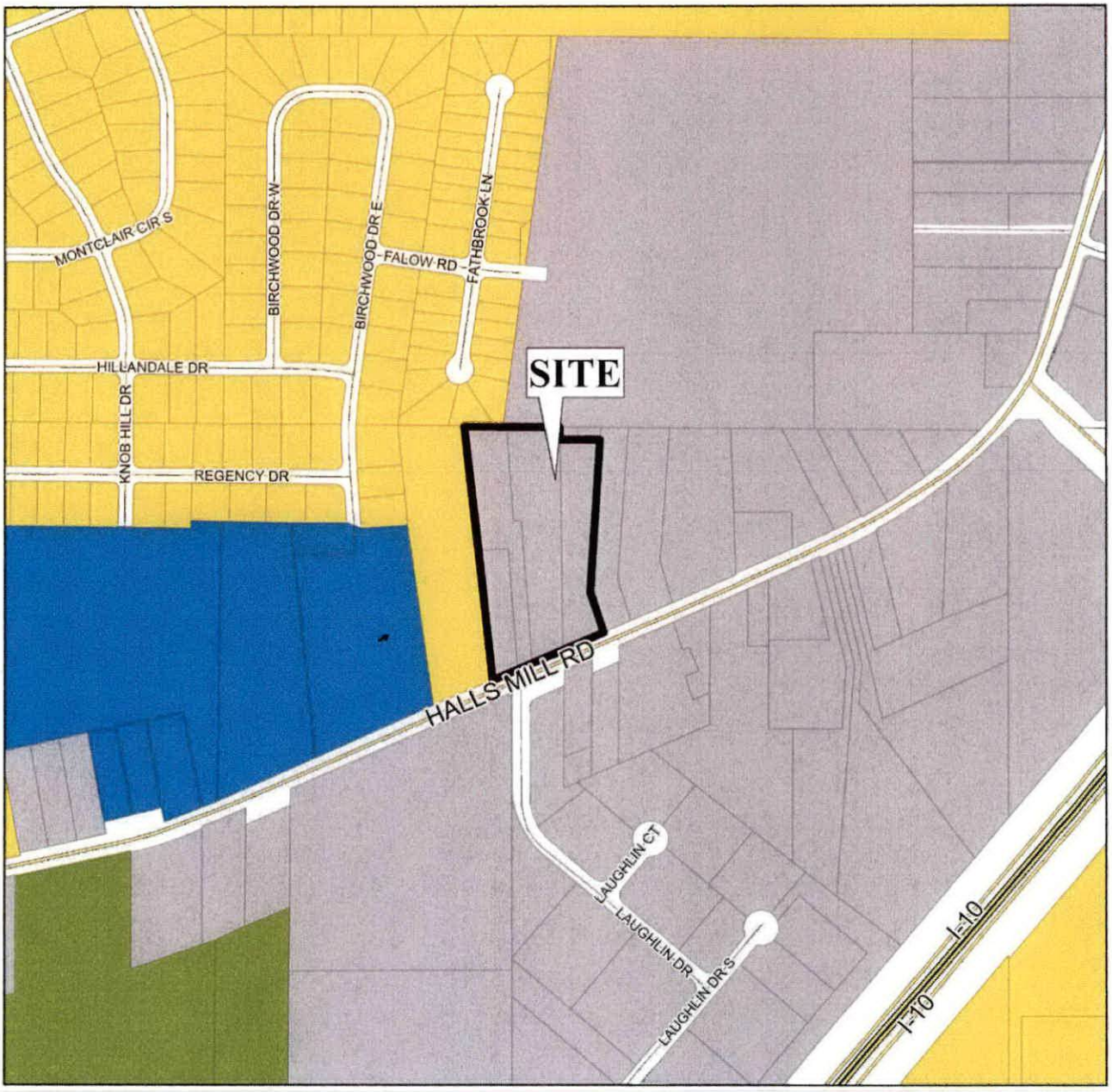
APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

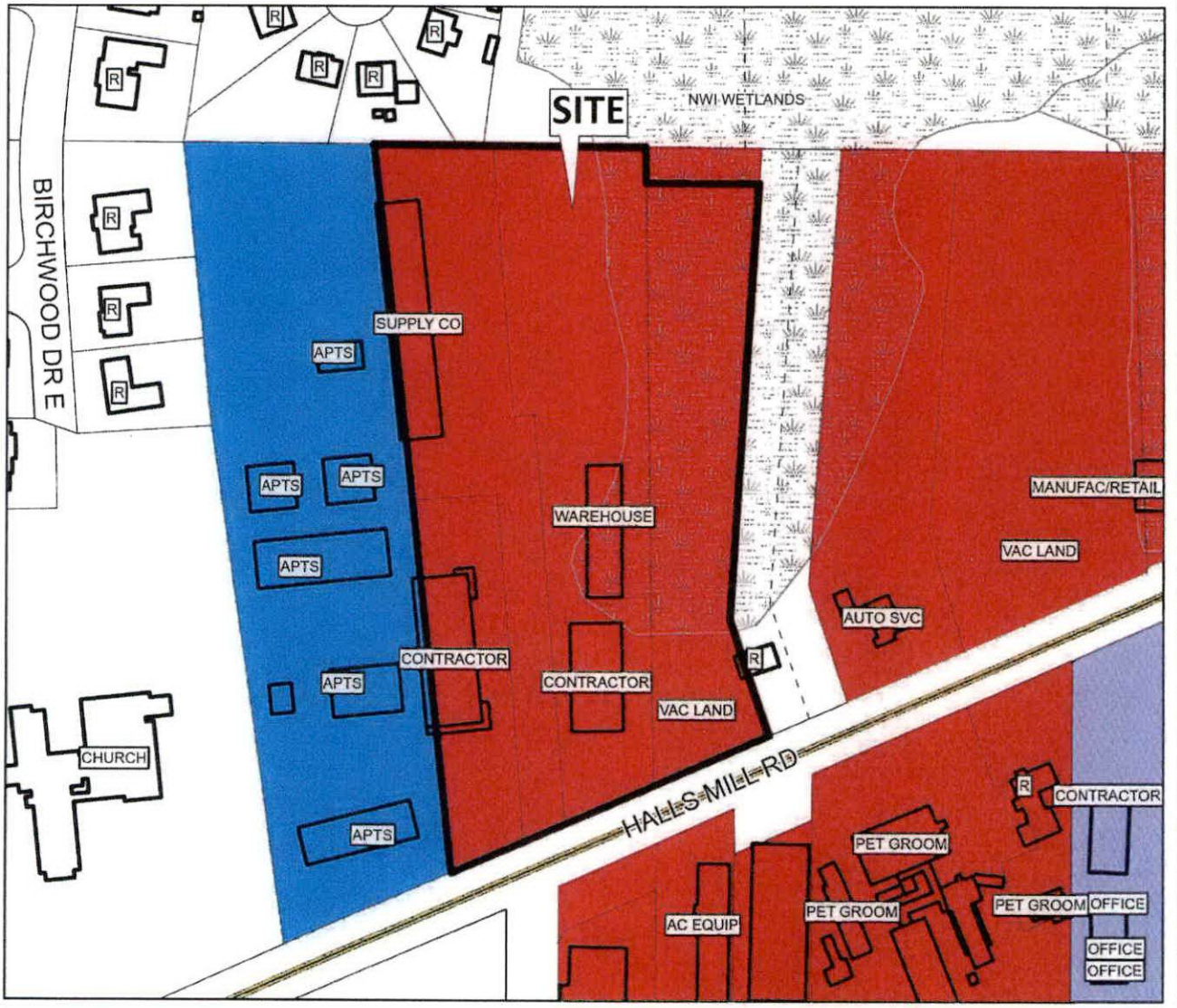
REQUEST Subdivision, PUD Modification

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

N

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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

APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

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

N

NTS

SITE PLAN



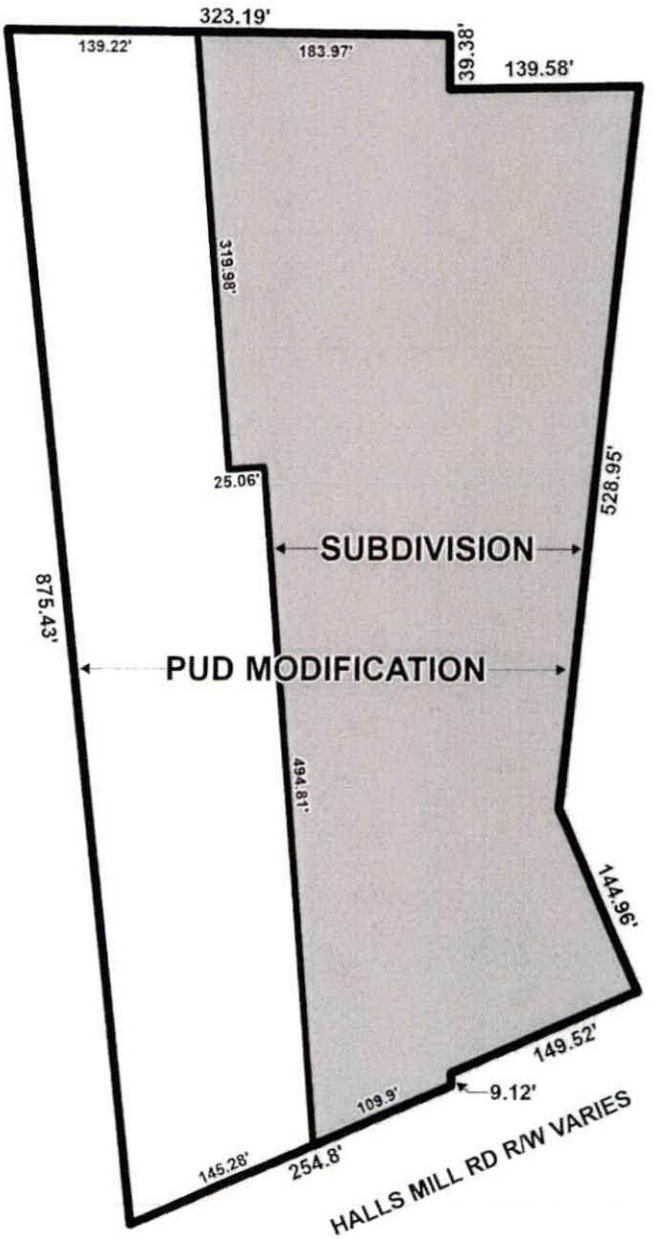
The site plan illustrates the proposed subdivision, proposed buildings, proposed parking, existing buildings, existing parking, and reduced landscaping.

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

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE February 22, 2024

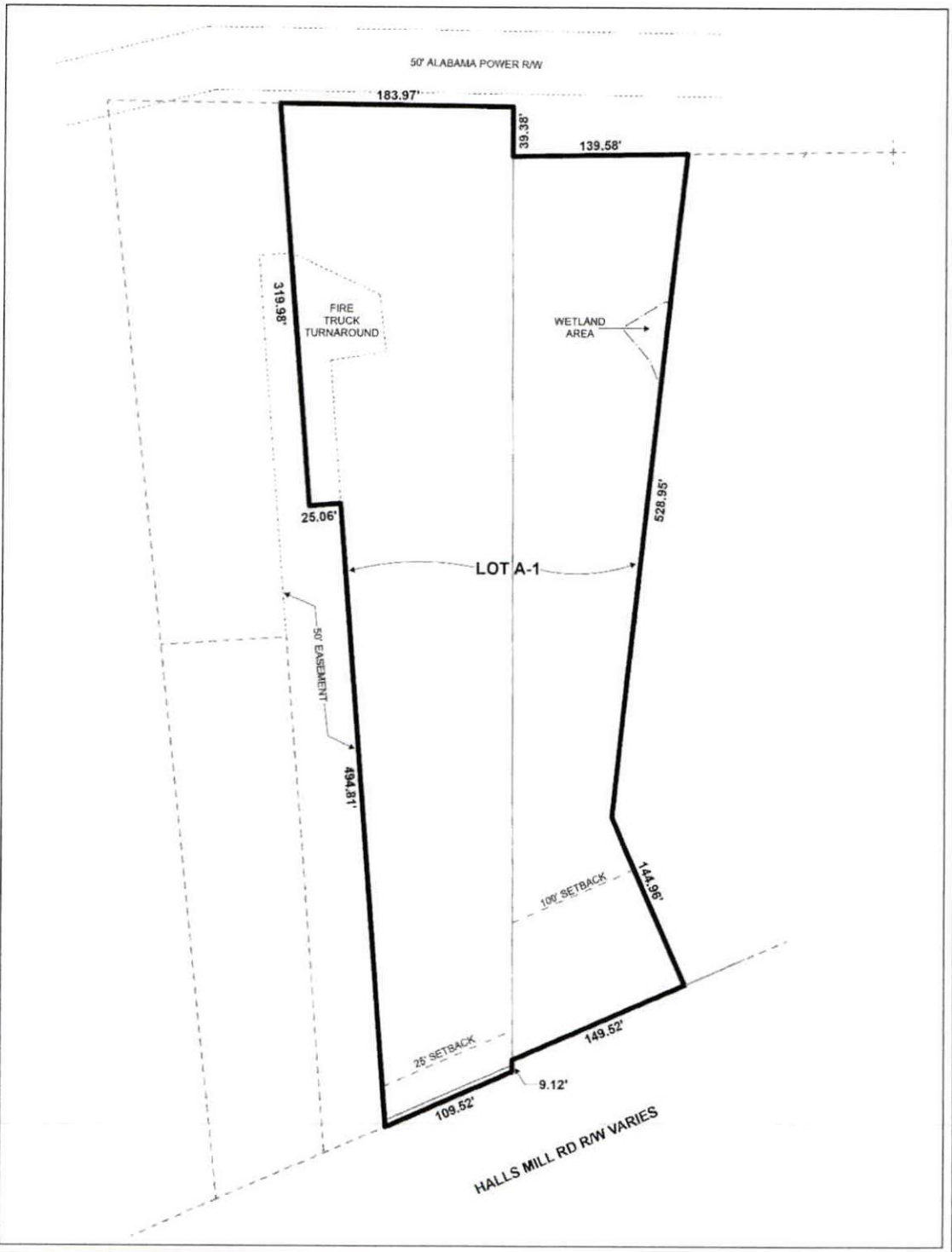
APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE February 22, 2024

APPLICANT First Addition to, Resubdivision of, Paul Persons Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

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

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/30/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/25/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/25/2024 - 1:38 PM

RESOLUTION

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF A PORTION OF MEADOR DRIVE RIGHT-OF-WAY

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of Meador Drive right-of-way.

The adoption of such resolution will be considered by the Mobile City Council on the 4th day of June, 2024, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the right-of-way fee for the vacation of a portion of a portion of Meador Drive right-of-way, by the Council as per Resolution _____ is hereby set at $42,722.63.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: _____

WHEREAS, a Declaration of Vacation and a Petition for Vacation signed by Alabama Export Railroad, Inc., an Alabama corporation ("Petitioner"), as owner of all of the land abutting the below described portion of the public right of way known as Meador Drive, situated in the City of Mobile, County of Mobile, State of Alabama, has been duly presented to the City Council of the City of Mobile, Alabama, for the assent and approval of said governing body, said Declaration of Vacation being attached hereto as Exhibit A and made part hereof; and

WHEREAS, said portion of said public right of way is more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 29, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad; thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southwesterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the South right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said South right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-86°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-64°51'07"-W along said South right-of-way of Meador Drive, 144.81 feet to a point; thence run N-25°08'53"-W leaving said South right-of-way of Meador Drive, 140.02 feet to a point; thence run Southeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.83 feet, an arc distance of 63.20 feet to a point on said North right-of-way of Meador Drive; thence run N-64°50'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point; thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of

which bears S-86°55'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point; thence run S-58°40'36"-E along said North right-of-way of Meador Drive, 49.97 feet to the Point of Beginning, containing 32,365.63 square feet, more or less.

WHEREAS, it appears to the City Council of the City of Mobile, Alabama, that said portion of said right of way is bounded on each side by property owned only by the Petitioner and that the vacation of said right of way is in order and said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property, and that no other property owner will be adversely affected by such vacation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the vacation of the hereinabove described portion of said right of way is assented to and approved and the same is hereby vacated pursuant to the provisions of § 23-4-20, Code of Alabama, 1975, and Section 57-17 of the Code of Ordinances of the City of Mobile, subject, however, to the following:

An easement over, under and across the aforesaid portion of said street and right of way is excepted from this vacation and is retained in favor of the Board of Water and Sewer Commissioners of the City of Mobile, Spire Gulf Inc. and AT&T (the "Utilities") in order to allow said Utilities to maintain, service and operate their respective existing lines, drains, systems and facilities located across, over and under the aforesaid portion of said street and right of way.

BE IT FURTHER RESOLVED THAT the City of Mobile further waives any fee to be paid to the City of Mobile for said portion of said right of way pursuant to Ala. Code § 11-49-6 (1975), said Section 57-17 of the Code of Ordinances, or otherwise.

The City Clerk of the City of Mobile is authorized and directed to certify true copies of this Resolution and attach such certified copies to the written Declaration of Vacation of the aforesaid portion

of said public street and right of way and to deliver said documents to the aforesaid owner of real property abutting that portion of said public street and right of way hereby vacated.

ADOPTED: _____, 2024

I, Lisa Carroll Lambert, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held the ___ day of _____, 2024.

IN WITNESS WHEREOF, I have herein set my hand and the official seal of the Mobile City Council on this ___ day of _____, 2024.

_____
LISA CARROLL LAMBERT
CITY CLERK

CITY CLERK'S OFFICE

MOBILE, AL

TU, MAR 5, PM3:11 RCVD

This instrument prepared by:
J. Stephen Harvey
McDowell Knight Roedder & Sledge, LLC
11 North Water St., Ste. 13290
Mobile, Alabama 36602

PETITION FOR VACATION OF RIGHT OF WAY

(Meador Drive)

COMES NOW Petitioner, Alabama Export Railroad, Inc. ("**ALE**"), and files its petition with the City of Mobile, Alabama ("**City**"), to vacate that portion of the Meador Drive right of way described on Exhibit A hereto (the "**Subject ROW**") and depicted on the survey of the Subject ROW by Thompson Engineering attached hereto as Exhibit B (the "**Survey**"). As grounds therefor, ALE shows unto the City as follows:

1. ALE is the sole owner of all parcels abutting the Subject ROW. The Subject ROW does abut a railroad right of way owned by Illinois Central Railroad Company, an Illinois corporation ("**IC** ... at the intersection of said railroad and Meador Drive. Meador Driv

2 ... s Central Business Park, Phase One ... rds of the Judge of Probate of Mol ... s Exhibit C. There are five (5) lots ... aller lots), which are owned as foll ...; CDN, LLC; ... elopment LLC

joi ... nd within said subdivision have & ... DN, LLC and Interstate Printing

of ... W to be vacated, (ii) the location (3 ... are footage of the Subject ROW L ... at abuts the Subject ROW, being

h ... e Commissioner records attached t ... ed value of the lots (Lots 2 and 3) L ... 0 ($1.11 per square foot), and (ii)

- App submit pics of 2 signs no unauthorized use PM (6-4) prior to PH
- Call for PM 4.30
- PM 5.28 6-4 & Res intro
- Run ad:
  1) 5.8
  2) 5.15
  3) 5.22
  4) 5.29
- Ad Costs (cd bn nm) =
- Mail to lab (30 d...
- Clerk post on bulletin bd in CH 7 calendar days prior to PH (start status)

PH 5.28 6-4

(6-13 = 100 days from subm)

5. The Subject ROW does not abut any land except that owned by ALE (Lots 2 and 3), which lots have access through other City streets, and there is no crossing for the Subject ROW at said railroad at the eastern end of the Subject ROW, so the proposed vacation will not impede the orderly flow of traffic. ALE therefore has not submitted a traffic study.

6. ALE (as the sole owner of property abutting the Subject ROW) hereby agrees to indemnify and hold harmless the City and its officials and employees of and from any costs, expenses and attorney fees that may be incurred by them in connection with any litigation that may be brought by any person or entity challenging the City's decision to vacate the Subject ROW.

7. Three (3) sets of printed adhesive labels containing the names and addresses of the owners of any applicable land (land within said subdivision) are filed herewith.

8. An original Declaration of Vacation signed by ALE (as the only owner of property abutting the Subject ROW) is filed herewith, and joined therein by ICR, together with a proposed resolution to be adopted by the City Council.

9. A check in the amount of $100.00 payable to the City is submitted herewith as an application fee.

10. Written consents of all utility companies consenting to the vacation are attached hereto as Exhibit E.

11. ALE requests that the City waive any fee authorized or required by *Ala Code* § 11-49-6 and/or Section 57-17 of the City's Code of Ordinances.

WHEREFORE, ALE requests that the City set and give notice of a public hearing on this matter and do such other things as are necessary or appropriate to vacate the Subject ROW.

DATED the 28th day of February, 2024.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO DECLARATION OF VACATION]
(Meador Drive)

ALABAMA EXPORT RAILROAD, INC.

By: _____
Kate Luce Bourgeois
President

STATE OF Mississippi :
COUNTY OF Jackson :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Kate Luce Bourgeois, whose name as President of Alabama Export Railroad, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said corporation.

Given under my hand this the 2nd day of February, 2024.

_____
NOTARY PUBLIC
My Commission Expires: 4/30/26

[NOTARIAL SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 66001
TONYA GILMORE
Commission Expires
April 30, 2026
JACKSON COUNTY

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of a railroad right of way adjacent to Meador Drive in Mobile, Alabama, does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 26th day of FEBRUARY, 2024.

ILLINOIS CENTRAL RAILROAD COOMPANY, an Illinois corporation

By: James V. Fountain
Name: JAMES V. FOUNTAIN
Title: SENIOR MANAGER REAL ESTATE

STATE OF Illinois :
COUNTY OF Cook :

I, the undersigned Notary Public in and for said County in said State, hereby certify that James V Fountain, whose name as Sr Manager Real Estate of Illinois Central Railroad Company, an Illinois corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said corporation.

Given under my hand this the 26th day of February, 2024.

Sydney M. Cervantes
NOTARY PUBLIC
My Commission Expires: March 23, 2025

[NOTARIAL SEAL]

SYDNEY M CERVANTES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 23, 2025

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of Lot 5, Central Business Park, Phase One, per plat thereof recorded at Map Book 29, Page 76 of the records of the Judge of Probate of Mobile County, Alabama (tax key #710591 and having an address of 981 Corporate Drive South, Mobile, Alabama), does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 2nd day of February, 2024.

MWL FAMILY LIMITED PARTNERSHIP

By: _____
Name: Dubin Gregory Luce, Jr.
Title: President of DGL Holdings, General Partner

STATE OF Mississippi :
COUNTY OF Jackson :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dubin Gregory Luce, Jr., whose name as President of MWL Family Limited Partnership, an Alabama limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said officer/partner and with full authority executed the same voluntarily on the date set forth above for and as the act of said limited partnership.

Given under my hand this the 2nd day of February, 2024.

_____
NOTARY PUBLIC
My Commission Expires: 4/30/26

[NOTARIAL SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 66001
TONYA GILMORE
Commission Expires
April 30, 2026
JACKSON COUNTY

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of part of Lot 1, Central Business Park, Phase One, per plat thereof recorded at Map Book 29, Page 76 of the records of the Judge of Probate of Mobile County, Alabama (tax key #1850349 and having an address of 1125 Corporate Drive, Mobile, Alabama), does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 28 day of Feb, 2024.

CDN, LLC, an Alabama limited liability company

By: Joseph G. Betbeze, Jr.
Name: JOSEPH G. BETBEZE, JR
Title: MANAGING MEMBER

STATE OF Alabama :
COUNTY OF Mobile :

I, the undersigned Notary Public in and for said County in said State, hereby certify that JOSEPH G. BETBEZE, JR. whose name as MANAGING MEMBER of CDN, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said company.

Given under my hand this the 28th day of Feb, 2024.

NOTARY PUBLIC
My Commission Expires:

[NOTARIAL SEAL]

KEVIN MACKNIGHT
My Commission Expires
May 17, 2026

JOINDER
TO
PETITION FOR VACATION
(Meador Drive)

The undersigned, being the owner of part of Lot 1, Central Business Park, Phase One, per plat thereof recorded at Map Book 29, Page 76 of the records of the Judge of Probate of Mobile County, Alabama (tax key #1467200 and #1577528 and having an address of 1135 Corporate Drive North, Mobile, Alabama), does hereby consent to and join in the Petition for Vacation of Right of Way (Meador Drive) to be filed by Alabama Export Railroad, Inc. with the City of Mobile, Alabama.

DATED the 28 day of FEB, 2024.

INTERSTATE PRINTING & GRAPHICS, INC., an Alabama corporation

By: L. D. Phillips
Name: L. D. PHILLIPS
Title: PRESIDENT

STATE OF Alabama :
COUNTY OF Mobile :

I, the undersigned Notary Public in and for said County in said State, hereby certify that L.D. PHILLIPS, whose name as PRESIDENT of Interstate Printing & Graphics, Inc., an Alabama corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as said officer and with full authority executed the same voluntarily on the date set forth above for and as the act of said corporation.

Given under my hand this the 28th day of Feb, 2024.

Kevin Macknight
NOTARY PUBLIC
My Commission Expires:

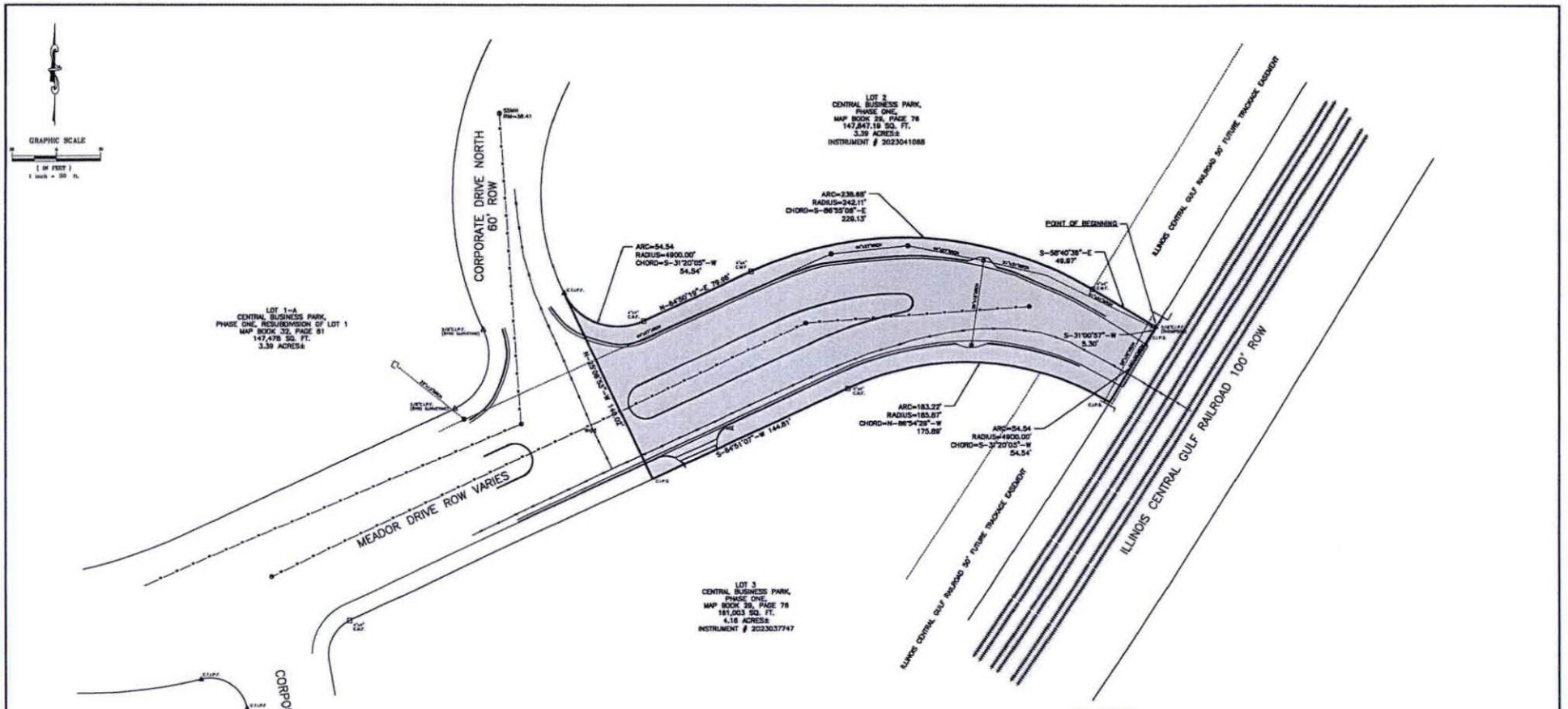
[NOTARIAL SEAL]

STATE OF ALABAMA NOTARY PUBLIC
KEVIN MACKNIGHT
My Commission Expires
May 17, 2026

DESCRIPTION OF PROPOSED RIGHT-OF-WAY AREA TO BE VACATED:

Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 29, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad; thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southwesterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the South right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said South right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-86°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-64°51'07"-W along said South right-of-way of Meador Drive, 144.81 feet to a point; thence run N-25°08'53"-W leaving said South right-of-way of Meador Drive, 140.02 feet to a point; thence run Southeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.83 feet, an arc distance of 63.20 feet to a point on said North right-of-way of Meador Drive; thence run N-64°50'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point; thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of which bears S-86°55'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point; thence run S-58°40'36"-E along said North right-of-way of Meador Drive, 49.97 feet to the Point of Beginning, containing 32,365.63 square feet, more or less.

EXHIBIT
A



LEGEND

NOTES:

1.) Type of Survey: Vacation of Right-of-way Survey. No improvements were located except those shown hereon.
2.) Bearing Basis: All bearings are referenced to Alabama State Plane Coordinates West Zone established by RTK GPS sessions dialed to ALDOT Continuous Operating Reference Stations (CORS) located at the Statehead Tested.
3.) Field Dates: October 25 & 26, 2023.
4.) Street Address: Meador Drive Mobile, Alabama
5.) No attempt was made by the Surveyor to locate underground improvements or environmentally sensitive conditions.
6.) This property may be subject to County and City regulations in regards to setbacks, easements and building codes
7.) The utilities shown were either located in the field by evidence, markings by other or scaled from drawings provided by the respective utility companies

STATE OF ALABAMA
COUNTY OF MOBILE

DESCRIPTION OF PROPOSED RIGHT-OF-WAY AREA TO BE VACATED:

Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 29, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad, thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southeasterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the South right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said South right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-66°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-66°51'07"-W along said South right-of-way of Meador Drive, 144.81 feet to a point, thence run N-25°59'53"-W leaving said South right-of-way of Meador Drive, 149.02 feet to a point, thence run Southeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.49 feet, an arc distance of 65.20 feet to a point on said North right-of-way of Meador Drive, thence run N-61°59'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point, thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of which bears S-86°53'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point, thence run S-58°40'30"-E along said North right-of-way of Meador Drive, 49.97' feet to the Point of Beginning, containing 32,363.03 square feet, more or less

I hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief

Jeffrey E. Holley, PLS
Alabama License Number 25660

November 7, 2023
Date

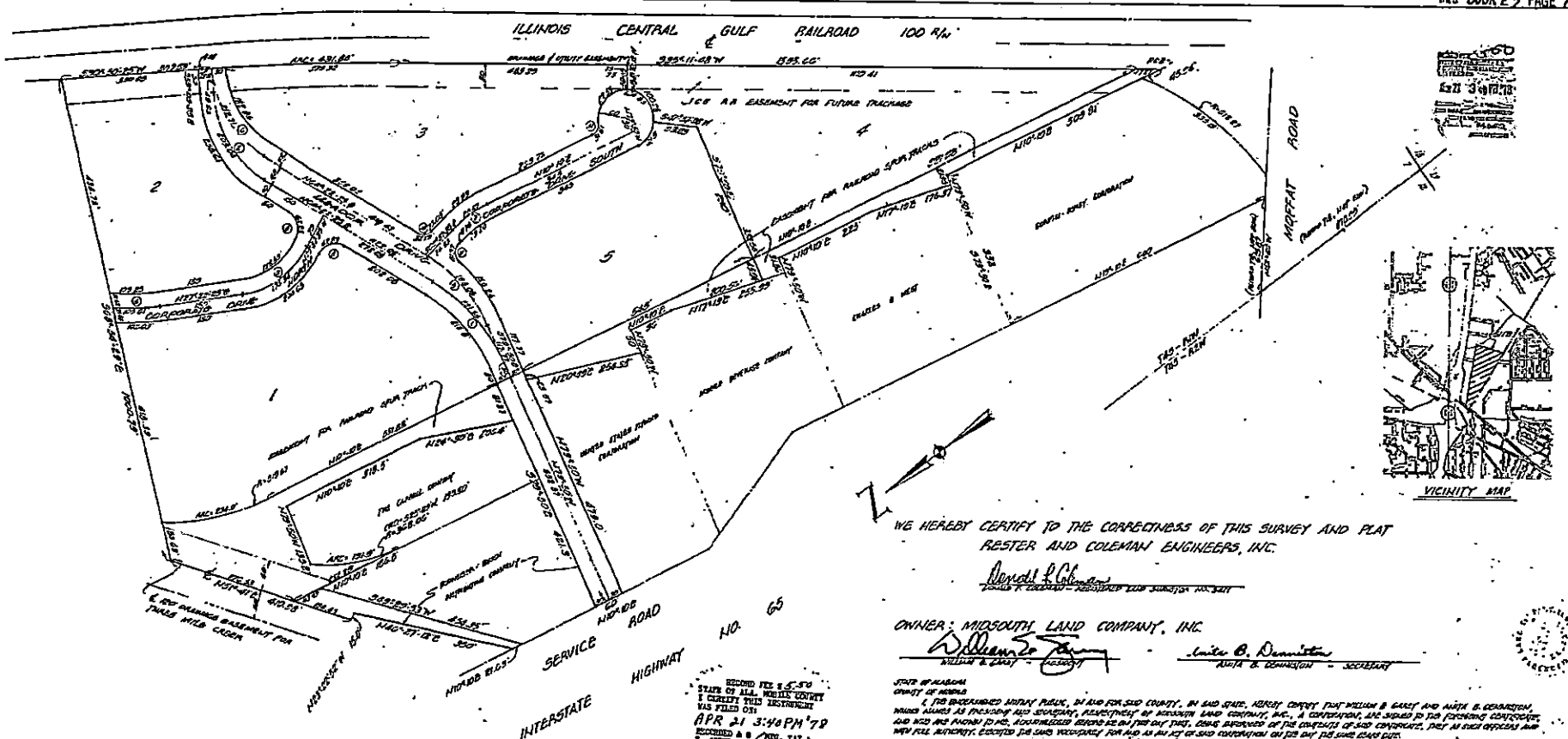
DRAWING REPRESENTS DESIGNS PREPARED THOMPSON ENGINEERING FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE. AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.		REVISION NO. / DESCRIPTION / DATE / BY		ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR JEFFREY E. HOLLEY	ALABAMA EXPORT RIALROAD		MEADOR DRIVE
					thompson ENGINEERING		VACATION OF RIGHT-OF-WAY SURVEY
					SCALE: 1"=30'	DRAWN BY: JEH	APPROVED BY: JEH	DATE: NOVEMBER 2023	JOB NO.: 23-1102-0179	DRAWING NAME: MEADOR DRIVE ROW VACATIONLDWG

EXHIBIT B

550

551266

MAP BOOK 29 PAGE 76



WE HEREBY CERTIFY TO THE CORRECTNESS OF THIS SURVEY AND PLAT
RESTER AND COLEMAN ENGINEERS, INC.

Harold L. Coleman
HAROLD R. COLEMAN - REGISTERED LAND SURVEYOR NO. 3411

OWNER: MIDSOUTH LAND COMPANY, INC.

William B. Earle - PRESIDENT
Anita B. Donaldson - SECRETARY

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT WILLIAM B. EARLE AND ANITA B. DONALDSON, WHOSE NAMES AS PRESIDENT AND SECRETARY, RESPECTIVELY OF MIDSOUTH LAND COMPANY, INC., A CORPORATION, ARE SIGNED TO THE FOREGOING CONVEYANCE, AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID CONVEYANCE, THEY AS SUCH OFFICERS AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS AN ACT OF SAID CORPORATION ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 14 DAY OF March 1978

Linda P. Delaney
NOTARY PUBLIC MY COMMISSION EXPIRES 3/28/81

APPROVED:

E. Allen Sullivan, Jr. 3/8/78
CITY ENGINEER DATE

APPROVED SUBJECT TO FLOOD ZONE REQUIREMENTS

CITY ENGINEER Apr 20 1978
DATE

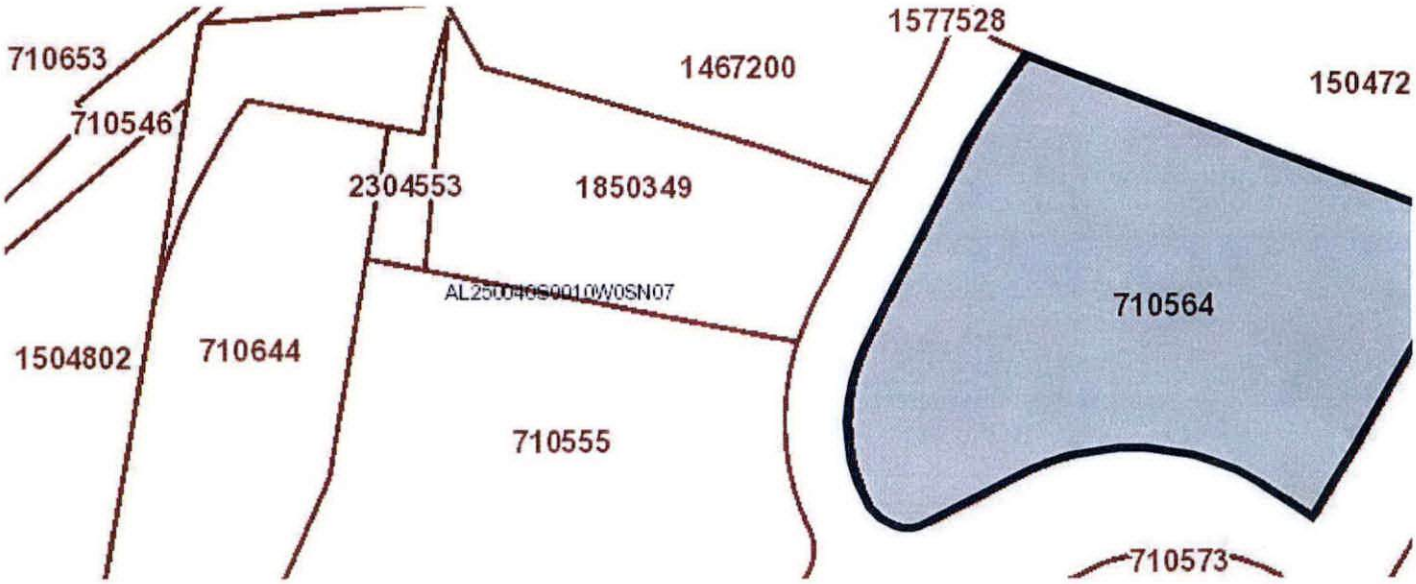
RECORDED IN 5-58
STATE OF ALA., MOBILE COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON
APR 21 3:48 PM '78
RECORDED IN 8 MISC. TAX 8
DEED TAX 2.5 PAID
TAX HAS BEEN PAID ON THIS
INSTRUMENT.
L. Moore
JUDGE OF PROBATE

CURVE DATA											
NO.	LT.	RT.	RAD.	ARC	CHD.	CHD. BRG.	TAN.	RAD.	ARC	CHD.	CHD. BRG.
1	20°47'35"	ANGLE	1910.08'	692.98'	689.25'	S 10°23'48" E	350.5'	1910.08'	692.98'	689.25'	S 10°23'48" E
2	3°06'46"	2°11"	CROSS	1910.08'	103.97'	S 21°47'41" E	52.00'	1910.08'	103.97'	103.96'	S 23°21'04" E
3	18°28'49"	18°35'	3°06'46"	1910.08'	103.97'	S 13°10'17" E	52.00'	1910.08'	103.97'	103.96'	S 13°10'17" E
4	7°11'51"	20°00'	18°28'49"	1910.08'	615.98'	S 03°23'53" E	310.97'	1910.08'	615.98'	613.39'	S 03°23'53" E

DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE ST. STEPHENS MERIDIAN AT MOBILE, MOBILE COUNTY, ALABAMA; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID SECTION 7, 670.33 FEET TO THE NORTH LINE OF MOFFAT ROAD; THENCE S55°46'E ALONG SAID NORTH LINE OF MOFFAT ROAD, 635.87 FEET TO A SOUTHWESTERLY CORNER OF A PARCEL OF LAND CONVEYED BY THE GULF, MOBILE AND OHIO RAILROAD COMPANY, GRANTOR; THENCE N55°46'W ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID GRANTOR, 1595.00 FEET TO THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED BY THE GULF, MOBILE AND OHIO RAILROAD COMPANY, GRANTOR, TO THE GORDON-LAMEY CORPORATION BY DEED DATED APRIL 27, 1938, DEED BOOK 419, ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID GORDON - LAMEY CORPORATION, 1039.8 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE S39°10'E ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID GORDON-LAMEY CORPORATION, 823.4 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY PROPERTY LINE OF SAID GORDON-LAMEY CORPORATION, 1039.8 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N39°10'E ALONG THE SAID NORTHEASTERLY PROPERTY LINE OF SAID GORDON-LAMEY CORPORATION, 303.34 FEET TO THE NORTHWESTERLY CORNER OF SAID GORDON-LAMEY CORPORATION, 303.34 FEET TO THE SOUTHEASTERLY PROPERTY LINE OF SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO CHARLES A. WEST BY DEED DATED NOVEMBER 15, 1943; THENCE N55°46'W ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID CHARLES A WEST, 1174.37 FEET TO A POINT; THENCE S34°14'W, CONTINUING ALONG SAID SOUTHEASTERLY PROPERTY LINE OF SAID CHARLES A WEST, 1237.8 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N55°46'W, ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID CHARLES A WEST, 975.65 FEET TO THE SOUTHEASTERLY CORNER OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO MOBILE BOTTLING COMPANY BY DEED DATED JANUARY 25, 1949; THENCE N34°14'E, ENTERING ALONG SAID SOUTHEASTERLY PROPERTY LINE OF MOBILE BOTTLING COMPANY, 331.89 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE N55°46'W ALONG THE NORTHEASTERLY PROPERTY LINE OF MOBILE BOTTLING COMPANY, 264.0 FEET TO A POINT; THENCE S34°14'W, CONTINUING ALONG SAID NORTHEASTERLY PROPERTY LINE OF MOBILE BOTTLING COMPANY, 331.89 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE N55°46'W ALONG THE NORTHERLY PROPERTY LINE OF SOUTHERN BOTTLING COMPANY, INC. 264.0 FEET TO THE NORTHEASTERLY CORNER OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO MOBILE COCA-COLA BOTTLING COMPANY BY DEED DATED JANUARY 8, 1951, DEED BOOK 474, PAGE 210; THENCE N55°46'W ALONG THE NORTHERLY PROPERTY LINE OF SAID MOBILE COCA-COLA BOTTLING COMPANY, 331.89 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE S34°14'W ALONG THE WESTERLY PROPERTY LINE OF SAID MOBILE COCA-COLA BOTTLING COMPANY, 331.89 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE S55°46'E ALONG THE SOUTHERLY PROPERTY LINE OF SAID MOBILE COCA-COLA BOTTLING COMPANY, 264.0 FEET TO THE NORTHWESTERLY CORNER OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO MOBILE COCA-COLA BOTTLING COMPANY BY DEED DATED JANUARY 8, 1951, DEED BOOK 474, PAGE 210; THENCE S34°14'W ALONG THE WESTERLY PROPERTY LINE OF SAID MOBILE COCA-COLA BOTTLING COMPANY, 331.89 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE S55°46'E ALONG THE SOUTHERLY PROPERTY LINE OF SAID MOBILE COCA-COLA BOTTLING COMPANY, 264.0 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE N34°14'E ALONG THE EASTERLY PROPERTY LINE OF SAID MOBILE COCA-COLA BOTTLING COMPANY, 331.89 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE S55°46'E, CONTINUING ALONG SAID SOUTHERLY PROPERTY LINE OF SOUTHERN BOTTLING COMPANY, INC. 264.0 FEET TO THE SOUTHEASTERLY CORNER OF LAND CONVEYED BY SAID GULF, MOBILE AND OHIO RAILROAD COMPANY TO SOUTHERN BOTTLING COMPANY BY DEED DATED JANUARY 8, 1951, DEED BOOK 474, PAGE 210; 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THENCE N34°14'E ALONG THE EASTERLY PROPERTY LINE OF SAID SOUTHERN

Map



Property Details

Account	
Key Number:	710564
Legal Description:	LOT 2 CENTRAL BUSINESS PARK PHASE 1 MBK 32/81 #SEC 07 T4S R1W #MP29 03 07 3 000
Parcel Number:	290307300000503X
Type:	Real
Property Class:	2
Location	
Address:	3300 MEADOR DR MOBILE, AL 36607
Owner	
Name:	WEAVER HOSEA O & SONS INC
Mailing Address:	4519 MCINNIS AVE MOSS POINT , MS 39563-2815
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

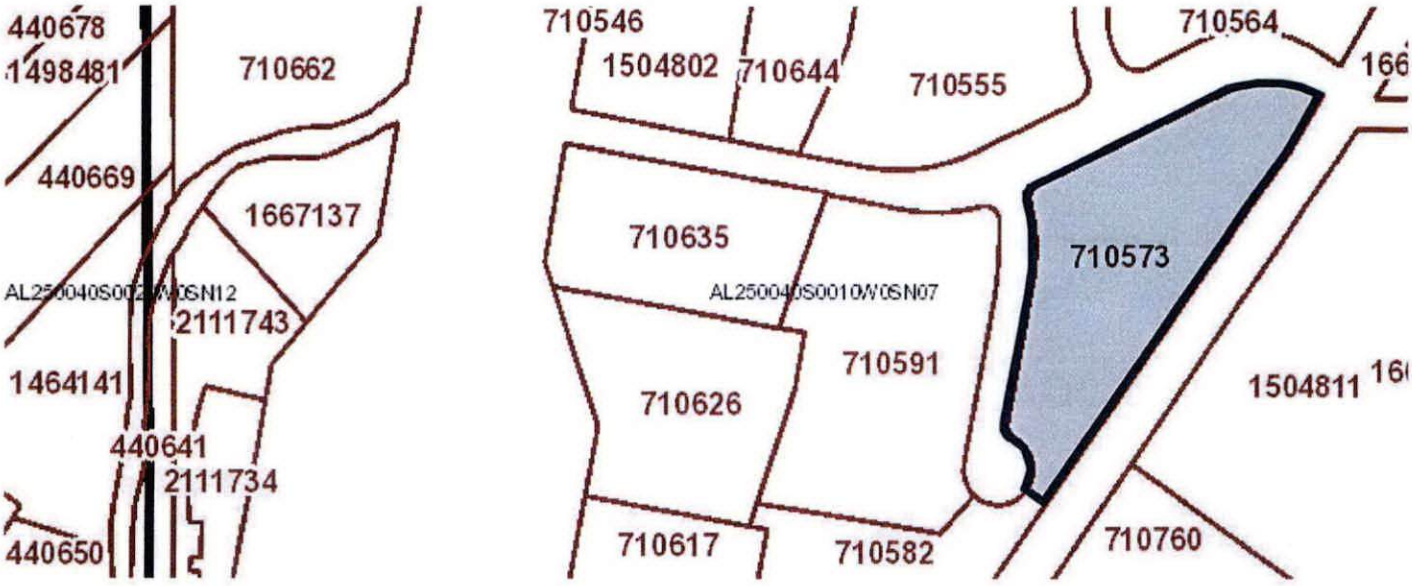
EXHIBIT
D

Improvement Value:	$0
Land Value:	$163,900
Appraised Value:	$163,900
Taxable Value:	$163,900
Assessed Value:	$32,780

VALUES DISPLAYED ARE 2023 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Map



Property Details

Account	
Key Number:	710573
Legal Description:	LOT 3 CENTRAL BUSINESS PARK PHASE I MBK 29 P 76 #SEC 07 T4S R1W #MP29 03 07 3 000
Parcel Number:	290307300000504X
Type:	Real
Property Class:	2
Location	
Address:	980 S CORPORATE DR MOBILE, AL 36607
Owner	
Name:	SAWYER REALTY LLC
Mailing Address:	4519 MCINNIS MOSS POINT , MS 39563-2815
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$0
Land Value:	$274,400
Appraised Value:	$274,400
Taxable Value:	$274,400
Assessed Value:	$54,880

VALUES DISPLAYED ARE 2023 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

December 11, 2023

Mr. Stephen Harvey
McDowell Knight
4519 McInnis Avenue
Moss Point, MS 39563

RE: Request to Vacate a Portion of Meador Drive, Mobile, Alabama;
From Corporate Drive North to the existing Alabama Export Railroad
Right-of-Way Section 7, T4S-R1W

Dear Mr. Harvey:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining said right-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

EXHIBIT
E

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Alabama Power

150 Saint Joseph Street
P.O. Box 2247
Mobile, AL 36602
bjarrett@southernco.com
tel. 251-694-2391

November 16, 2023

VIA ELECTRONIC MAIL
Johnny E. Holley
Thompson Engineering
3707 Cottage Hill Road
Mobile, Alabama 36606

RE: Consent Requirement for Meadow Drive Right of Way

Mr. Holley

I am writing in response to the city's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the preliminary survey and examining the shaded area at Meadow Drive and Corporate Drive North, I would like to inform you that we have not identified any Alabama Power Company ("APC") facilities present in the stated location.

On behalf of APC, I hereby provide our written consent to fulfill the city's requirement for the vacation of rights of way and easements.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 251-694-2391 or via email at bjarrett@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,

Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosure

Spire Gulf Inc.
605 Richard Arrington Jr. Blvd. N.
Birmingham, AL 35203

November 30, 2023

MCDOWELL KNIGHT
Attn: J. Stephen Harvey
Battlehouse Tower, Thirteenth Floor
11 North Water Street
Mobile, AL 36602

Re: Vacation a Portion of Meador Drive Right of Way

J. Stephen Harvey,

In response to MCDOWELL KNIGHT'S letter dated November 10, 2023 relative to the above referenced vacation of a portion of Meador Drive Right of Way.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

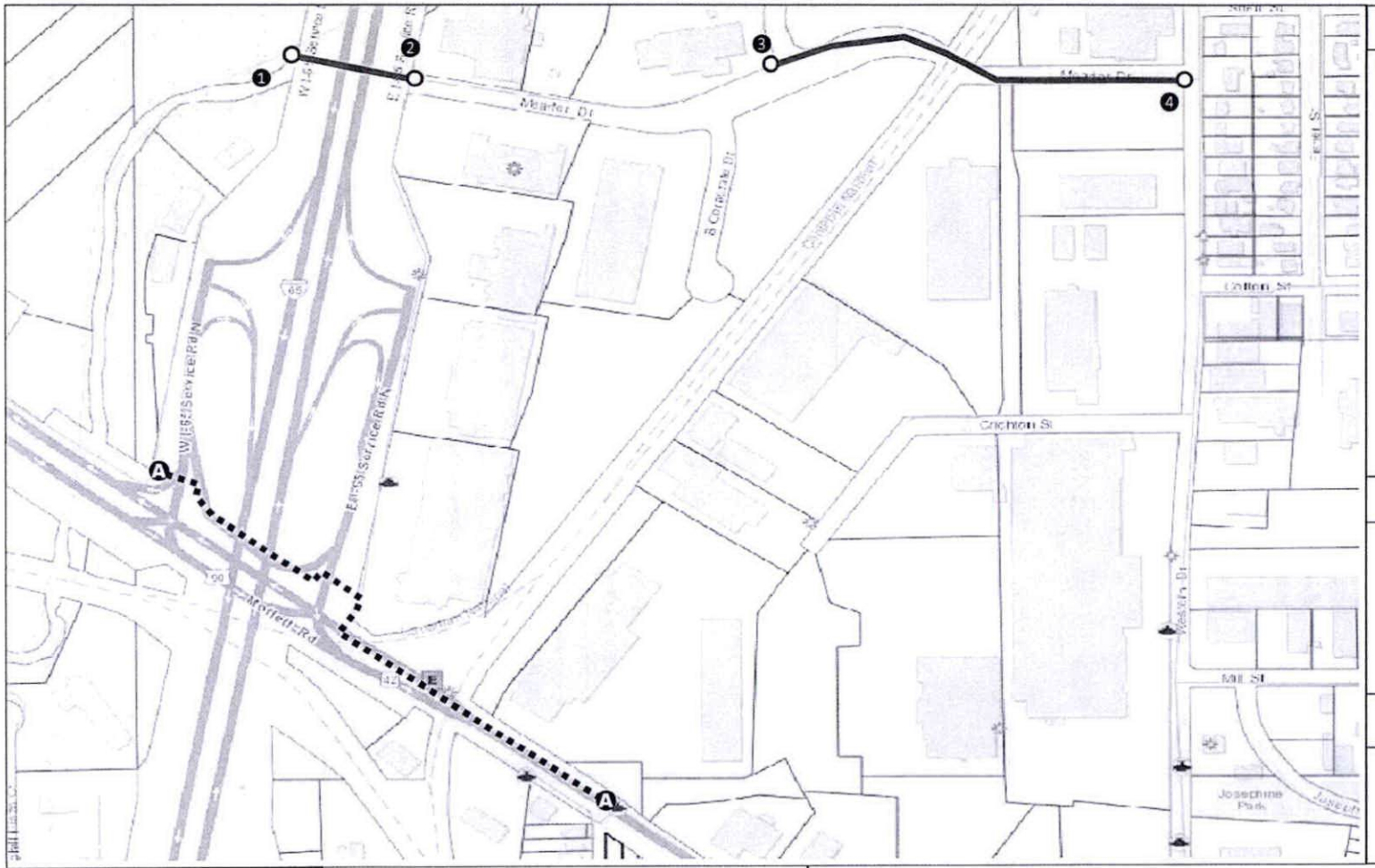
Alex Sammet (Dec 5, 2023 08:31 CST)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF: VB
cc: J. Stephen Harvey

Engineering Dept. Approval: RJ
RJ

System Planning Approval: ZJH
ZJH



Main Sizing Recommendations

- Abandon Main
- New 4" PL Main

Valving Recommendations

- New Critical Valve
- New Non-Critical Valve
- Existing Critical Valve no longer necessary to be considered critical
- Existing Non-Critical Valve Now to be Considered Critical

Phasing/Cap Recommendations

- Install Cap
- Abandonment Cap
- Tie In location to existing main

spire

System Planning— Spire GLF Sizing Plat

MREPL - WO 29521632

Moffett I-65 Crossing

ALC — 10/18/2023

Notes/Contingencies:

1) Tie into existing 4" PL 60# MAOP Main. MxLocation: GMN002465741
2) Tie into existing 4" STL 60# MAOP Main. MxLocation: GMN002465742
3) Tie into existing 4" PL 60# MAOP Main. MxLocation: GMN002463979
4) Tie into existing 4" STL 60# MAOP Main. MxLocation: GMN002466993

Abandon ~1815' of 4" Main and Install ~1415' of 4" PL 60# MAOP Main.

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

November 13, 2023

Johnny Holley
Thompson Engineering
3707 Cottage Hill Rd
Mobile, Alabama 36606

Dear Mr. Holley

This letter is written in response to your letter of November 19, 2023 wherein a request is made of AT&T for consent to the vacation of a portion of Meador Dr, as described in the attached survey of November 2, 2023. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

3248 Springhill Ave
Mobile, Al. 36607
251-665-6606 Office
251-295-5334 Cell

Comcast

January 17, 2024

Johnny E Holly
3707 Cottage Hill Rd
Mobile, Al. 36606

Dear Mr. Holly:

In response to your letter dated November 10, 2023concerning the vacation of Meador Dr on both sides of Meador Dr. As shown on the attached survey, Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II

Cc: Easements File

This instrument was prepared by:
J. Stephen Harvey, Esq.
McDowell Knight Roedder & Sledge, LLC
P. O. Box 350
Mobile, AL 36602

DECLARATION OF VACATION OF STREET
(Meador Drive)

STATE OF ALABAMA:

COUNTY OF MOBILE:

This Declaration of Vacation of Street (the "Declaration") is made and entered into this 26th day of February, 2024, by ALABAMA EXPORT RAILROAD, INC., an Alabama corporation ("Owner" or "ALE"), and joined herein by ILLINOIS CENTRAL RAILROAD COMPANY, an Illinois corporation ("ICR").

WITNESSETH:

WHEREAS, ALE is the sole owner of all the real property abutting each side of the following portion of the public right of way and street known as Meador Drive in the City of Mobile, County of Mobile, State of Alabama (the "Property"):

> Beginning at the Southeast corner of Lot 2, Central Business Park, Phase One as recorded in Map Book 29, Page 76 in the office of the Judge of Probate Mobile County, Alabama said point being a point on the North right-of-way of Meador Drive and the West right-of-way of Illinois Central Gulf Railroad; thence run S-31°00'57"-W along said West right-of-way of Illinois Central Gulf Railroad, 5.30 feet to a point; thence run Southwesterly along said West right-of-way of Illinois Central Gulf Railroad and a curve to the right having a radius 4900.00 feet, a chord of which bears S-31°20'05"-W, 54.54 feet, an arc distance of 54.54 feet to a point on the South right-of-way of Meador Drive; thence run Northwesterly leaving said West right-of-way of Illinois Central Gulf Railroad, along said South right-of-way of Meador Drive and a non-tangent curve to the left having a radius of 185.87 feet, a chord of which bears N-86°54'29"-W, 175.89 feet, an arc distance of 183.22 feet to a point; thence run S-64°51'07"-W along said South right-of-way of Meador Drive, 144.81 feet to a point; thence run N-25°08'53"-W leaving said South right-of-way of Meador Drive, 140.02 feet to a point; thence run Southeasterly along a non-tangent curve to the left having a radius of 40.00 feet, a chord of which bears S-70°10'23"-E, 56.83 feet, an arc distance of 63.20 feet to a point on said North

right-of-way of Meador Drive; thence run N-64°50'19"-E along said North right-of-way of Meador Drive, 79.96 feet to a point; thence run Southeasterly along said North right-of-way of Meador Drive and a curve to the right having a radius of 242.11 feet, a chord of which bears S-86°55'08"-E, 229.13 feet, an arc distance of 238.68 feet to a point; thence run S-58°40'36"-E along said North right-of-way of Meador Drive, 49.97 feet to the Point of Beginning, containing 32,365.63 square feet, more or less.

WHEREAS, it is the intent of the Owner of all the property abutting said portion of Meador Drive to execute this Declaration to indicate its consent to the vacation thereof, all in accordance with the provisions of Ala. Code § 23-4-20 (1975) and Section 57-17 of the Code of Ordinances of the City of Mobile; and

WHEREAS, said portion of Meador Drive ends at the railroad and property of ICR because there is no crossing of ICR's railroad at that location, and ICR joins in this Declaration because its property abuts the end of Meador Drive;

NOW, THEREFORE, in consideration of the premises and to effect said vacation, ALE and ICR do hereby declare that the Property be, and the same hereby is, vacated, and subject to the easements reserved below, all public rights in such right of way and street as hereinabove set out are hereby divested, subject to the assent of the Mobile City Council.

To the extent ICR may have or acquired any interest in said Property by virtue of this vacation or Declaration, ICR hereby quitclaims and conveys said interest to ALE.

The undersigned does hereby expressly reserve unto The Board of Water and Sewer Commissioners of the City of Mobile, Spire Gulf, Inc. and AT&T (collectively, the "Utilities") the following easement:

An easement is expected from this vacation and is retained in favor of each said Utilities across, over and under the aforesaid street and right of way in order to allow said Utilities to maintain, service and operate their respective existing lines, drains, systems and facilities located across, over and under said street and right of way.

The procedure of vacation shall be in strict compliance of law and be subject to the following condition:

> That this Declaration of Vacation and the attached resolution assenting to the vacation of said property, upon adoption by the City Council, be immediately recorded in the Probate Court of Mobile County, Alabama, and that a certified copy of the resolution be delivered to the Tax Assessor's Plat Room so that this property may be immediately reassessed in the name of the Owner.

IN WITNESS WHEREOF, ALE and ICR have caused these presents to be executed on this 26th day of February, 2024.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO DECLARATION OF VACATION]
(Meador Drive)

ALABAMA EXPORT RAILROAD, INC.,
an Alabama corporation

By: _____
Kate Luce Bourgeois
President

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kate Luce Bourgeois, whose name as President of Alabama Export Railroad, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 2nd day of February, 2024.

_____
NOTARY PUBLIC
My Commission Expires 4/30/24 [SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 66001
TONYA GILMORE
Commission Expires
April 30, 2026
JACKSON COUNTY

[SIGNATURE PAGE TO DECLARATION OF VACATION]
(Meador Drive)

ILLINOIS CENTRAL RAILROAD COMPANY,
an Illinois corporation

By: James V. Fountain
Name: JAMES V. FOUNTAIN
Title: SENIOR MANAGER REAL ESTATE

STATE OF Illinois :
COUNTY OF Cook :

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James V Fountain, whose name as Sr. Manager Real Estate of Illinois Central Railroad Company, an Illinois corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26th day of February, 2024.

Sydney M. Cervantes
NOTARY PUBLIC
My Commission Expires March 23, 2025 [SEAL]

SYDNEY M CERVANTES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 23, 2025

ALABAMA EXPORT RAILROAD INC
4519 MCINNIS AVE
MOSS POINT, MS 39563

ILLINOIS CENTRAL RAILROAD COMPANY
4519 MCINNIS AVE
MOSS POINT, MS 39563

CDN, LLC
3345 HALLS MILL ROAD, SUITE B
MOBILE, AL 36606

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

INTERSTATE PRINTING & GRAPHICS, INC.
1135 CORPORATE DRIVE NORTH
MOBILE, AL 36607

MWL FAMILY LIMITED PARTNERSHIP
4519 MCINNIS AVE
MOSS POINT, MS 39563

LIMITED IV DEVELOPMENT, LLC
7420 HITT ROAD, SUITE D
MOBILE, AL 36695

MOBILE AREA WATER & SEWER SYSTEMS
P.O. BOX 180249
MOBILE, AL 36618-0249

SPIRE GULF INC.
605 RICHARD ARRINGTON BLVD NORTH
BIRMINGHAM, AL 35203

AT&T
2155 OLD SHELL ROAD
MOBILE, ALABAMA 36607

ALABAMA EXPORT RAILROAD INC
4519 MCINNIS AVE
MOSS POINT, MS 39563

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AT&T
2155 OLD SHELL ROAD
MOBILE, ALABAMA 36607

Printing Tips

1. Go to avery.com/templates
2. Design using the template number for this product.
3. Test print on plain paper.
4. Change printer settings to "Labels" and print.

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2. Créez en utilisant le numéro de gabarit pour ce produit.
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4. Modifier le réglage de l'imprimante à "Etiquettes" et imprimez.

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3. Prueba la impresión en un papel normal.
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Escanea para acceder a sugerencias de impresión, información de productos, ayuda y mucho más utilizando tu teléfono móvil o tableta.

AVERY.

GENUINE / AUTHENTIQUE / GENUINO

PROCEDURE FOR VACATION BY ABUTTING PROPERTY OWNERS OF PUBLIC RIGHTS OF WAY, EASEMENTS, STREETS, AND ALLEYS

A written petition requesting the vacation of an easement or a public right-of-way shall be filed with Lisa C. Lambert, City Clerk, P. O. Box 1827, Mobile, AL, 36633. The written petition must contain notarized signatures evidencing the consent of all of the following: (a) the owner(s) of the land abutting the street, alley, or public way to be vacated; and (b) if the petition requests the vacation of an open, paved and city maintained street, alley or public way, the owner(s) of eighty percent (80%) of the parcels of land contained within any platted subdivision in which the street, alley, or public way to be vacated is located.

The following is required to be submitted with the written petition:

(a) The correct legal description of the area sought to be vacated;

(b) A plat or survey that clearly shows in detail:

- the area sought to be vacated;
- the location of all lots or tracts of land that abut the area sought to be vacated;
- the square footage of the area sought to be vacated;
- the square footage of each lot or tract of land that abuts the area sought to be vacated.

(c) The current year fair market appraised unimproved value, as determined by the Mobile County Revenue Commissioner, of all lots or tracts of land that abut the area sought to be vacated.

(d) A traffic impact study and report prepared by a transportation engineer in accordance with the recommendations of the Institute of Transportation Engineers must be submitted with the petition if the petition requests vacation of a city maintained paved street or public way open to vehicular traffic. The study must show that the proposed vacation will not impede the orderly flow of traffic within 300 feet of the street or public way to be vacated, and, if applicable, the platted subdivision in which such street or public way is located.

(e) If the petition requests vacation of a city maintained paved street or public way open to vehicular traffic, then an agreement must be signed by all persons requesting the vacation and submitted to the City Clerk wherein those persons jointly and severally agree to indemnify and hold the City of Mobile and its officials and employees harmless of and from any costs, expenses, and attorney fees that may be incurred in connection with any litigation that may be brought by any person or entity challenging the decision to vacate the street, alley, or public way. Such indemnification and hold harmless agreement shall be in a form approved by the Clerk.

(f) Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of any abutting land or other applicable land, and also names and addresses of any entity known to have utility lines within the area to be vacated.

(g) An original declaration of vacation signed by all abutting landowners to the area to be vacated, and a proposed council resolution assenting to the proposed vacation, in forms approved by the clerk.

(h) A check in the amount of $100.00 fee made payable to the City of Mobile as an application fee.

(i) The written consents from all utility companies (including but not limited to Mobile Area Water and Sewer System, Alabama Power, Spire, AT&T, and Comcast Cable), and any other person or entity that has any easement or right-of-way that would be affected by the proposed vacation.

Gauthier, Lana

From: Michael Linder <Michael.Linder@atchisonlaw.com>
Sent: Monday, March 25, 2024 11:53 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Alabama Export Railroad Emailing: packet_Alabama Export Railroad

CAUTION: External Email

I'm ok with it being passed on.

MML

Michael M. Linder, Jr.
The Atchison Firm, P.C.
411 Azalea Road
Mobile, Alabama 36609
(251) 665-7200
facsimile: (251) 665-7250
NOTICE TO RECIPIENT / READER:
This message and accompanying documents contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named within. If you are not the intended recipient, any disclosure, copying, distribution, or taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this message in error, please contact the sender immediately.

-----Original Message-----
From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 9:39 AM
To: Michael Linder <Michael.Linder@atchisonlaw.com>
Subject: Vacation Request - Alabama Export Railroad Emailing: packet_Alabama Export Railroad

Good morning, Michael,

Please review the attached vacation request and advise if it's ready to be sent to City departments.

Thank you!
Lana

Your message is ready to be sent with the following file or link attachments:

packet_Alabama Export Railroad

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Gauthier, Lana

From: Cink, Joseph
Sent: Tuesday, March 26, 2024 12:22 PM
To: Gauthier, Lana
Cc: Harris, Richard; Moses, B K
Subject: Re: Vacation Request - Meadow Drive ROW
Attachments: 3300 Meador Hydrant Location Marked.pdf

Lana,

As long as the hydrant remains available and accessible for fire operations, fire has no objections. I marked to location of hydrant with a red dot in the attachment for clarity.

Thanks,

Joseph Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, Al 36607
Cell: (251) 406-4806

From: Harris, Richard <harrisr@cityofmobile.org>
Sent: Monday, March 25, 2024 2:14 PM
To: Moses, B K <weaverb@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>
Subject: Fwd: Vacation Request - Meadow Drive ROW

Get Outlook for iOS

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07:15 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office

EXHIBIT B

MEADOR DRIVE
VACATION OF RIGHT-OF-WAY SURVEY
ALABAMA EXPORT RAILROAD
Thompson
CORPORATE DRIVE SOUTH 60' ROW
CORPORATE DRIVE NORTH 60' ROW
MEADOR DRIVE ROW VARIES
ILLINOIS CENTRAL GULF RAILROAD 100' ROW

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

March 25, 2024

To: **Lana Pafenbach**

C: **File**
Planning & Zoning

From: **Margaret Pappas / bh**

Re: **Vacation of a portion of Meador Drive**

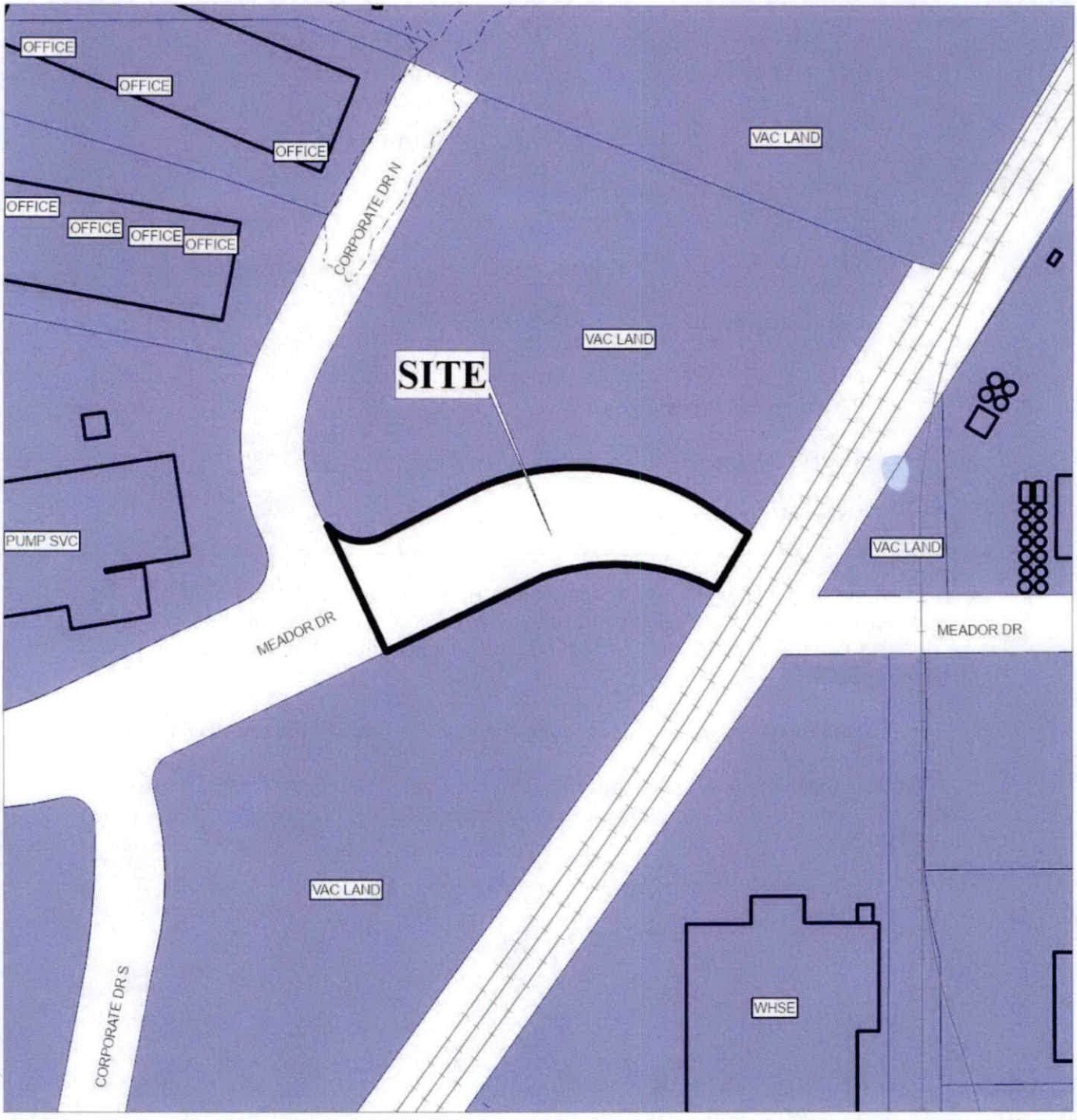
The proposed vacation request is for an approximately 60 to 100-foot wide by 365-foot long segment of Meador Drive, extending from Corporate Drive North to railroad right-of-way owned by the Illinois Central Railroad/Canadian National Railway and utilized by the Alabama Export Railroad.

The Planning and Zoning Department has no objection to the vacation of the street right-of-way.

It should be noted that a Subdivision application will be required to request incorporation of the vacated property into abutting legal lots prior to any request for permits for construction within the vacated property.

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251)208-5895

ROW VACATION REQUEST



DATE March 25, 2024

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

N

NTS

Gauthier, Lana

From: White, Jennifer
Sent: Thursday, March 28, 2024 10:35 AM
To: Gauthier, Lana
Subject: RE: Vacation Request - Meadow Drive ROW

Traffic Engineering does not have an objection.

Jennifer P. White, PE
Traffic Engineering Director
City of Mobile
(251) 208-2960

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, March 25, 2024 2:07 PM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org); ~~Hoffman, Bert; Jennifer White (whitej@cityofmobile.org)~~; Kern, Chris; ~~Nick Amberger~~ (nick.amberger@cityofmobile.org); Penn, D M; ~~Richard Harris (harrisr@cityofmobile.org)~~
Subject: Vacation Request - Meadow Drive ROW
Attachments: packet_Alabama Export Railroad.pdf

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, April 3, 2024 12:47 PM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org)
Subject: FW: Vacation Request - Meadow Drive ROW
Attachments: packet_Alabama Export Railroad.pdf

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

I appreciate your promptness in letting me know if your department has any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Amberger, Nicholas
Sent: Monday, April 8, 2024 3:48 PM
To: Gauthier, Lana; Morris, Anthony; Stout, Carleen; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard
Subject: RE: Vacation Request - Meadow Drive ROW

Lana/all,

Just a brief update. We are having conversations with the applicants Attorney as the vacation request has an overlap with a future phase of a City project.

We hope to have this resolved soon.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meador Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Cink, Joseph
Sent: Monday, April 22, 2024 11:01 AM
To: Gauthier, Lana
Subject: Re: Vacation Request - Old Knollwood Hospital

Morning Lana,

Fire has no objection to the vacation as long as the hydrant remains accessible and operational.

Respectfully,

Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, Al 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, April 17, 2024 9:41 AM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Cink, Joseph <joseph.cink@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Old Knollwood Hospital

Good morning,

Attached is a vacation request for City right-of-way at the old Knollwood Hospital site.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Amberger, Nicholas
Sent: Monday, April 22, 2024 9:22 AM
To: Gauthier, Lana; Morris, Anthony; Stout, Carleen; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard
Cc: Forrester, John; Greene, Jennifer
Subject: RE: Vacation Request - Meadow Drive ROW

Follow Up Flag: Follow up
Flag Status: Flagged

Lana,

Good morning, we met with the applicant to discuss their request and a future City effort.

Engineering is ok with the vacation but like the MAWSS response, we have facilities in the area requested to be vacated and need to retain easements over the area being vacated.

Please let me know if there are any questions.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 22, 2024 12:45 PM
To: Stephen Harvey
Subject: FW: Vacation Request - Meadow Drive ROW

Good afternoon, Mr. Harvey,

Please see the City Engineer's response below regarding your client's vacation request.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Amberger, Nicholas <nick.amberger@cityofmobile.org>
Sent: Monday, April 22, 2024 9:22 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Lana,

Good morning, we met with the applicant to discuss their request and a future City effort.

Engineering is ok with the vacation but like the MAWSS response, we have facilities in the area requested to be vacated and need to retain easements over the area being vacated.

Please let me know if there are any questions.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, April 22, 2024 12:47 PM
To: Stout, Carleen
Cc: Lewis, Rhonda
Subject: RE: Vacation Request - Meadow Drive ROW

Good afternoon, Carleen,

Please let me know if you have any objections and the vacation fee as soon as possible as this is a time sensitive matter.

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Tuesday, March 26, 2024 8:41 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Lewis, Rhonda <rhonda.lewis@cityofmobile.org>
Subject: Fwd: Vacation Request - Meadow Drive ROW

Lana - Putting this one in the queue!

Begin forwarded message:

> **From:** "Gauthier, Lana" <lana.gauthier@cityofmobile.org>
> **Date:** March 25, 2024 at 2:07:18 PM CDT
> **To:** "Morris, Anthony" <anthony.morris@cityofmobile.org>, "Stout, Carleen" <carleen.stout@cityofmobile.org>, "Hoffman, Bert" <hoffmanb@cityofmobile.org>, "White, Jennifer" <whitej@cityofmobile.org>, "Kern, Chris" <chris.kern@cityofmobile.org>, "Amberger, Nicholas" <nick.amberger@cityofmobile.org>, "Penn, D M" <pennd@cityofmobile.org>, "Harris, Richard" <harrisr@cityofmobile.org>
> **Subject: Vacation Request - Meadow Drive ROW**
>
> Good afternoon,
>
> Attached is a vacation request for a portion of Meador Drive right-of-way.
>
> Please advise if you have any objections.
>
> Lana Pafenbach
> Assistant City Clerk

Gauthier, Lana

From: Stout, Carleen
Sent: Monday, April 22, 2024 2:42 PM
To: Gauthier, Lana; Amberger, Nicholas; Morris, Anthony; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard
Cc: Forrester, John; Greene, Jennifer
Subject: RE: Vacation Request - Meadow Drive ROW

Follow Up Flag: Follow up
Flag Status: Flagged

Lana – Attached is the valuation preapred by the real estate dept! Please let us know if we can be of further assistance! Thanks, Carleen

Meador Drive Vacation

Adjoining Properties	Tax assessor Fair Mkt Value 2023	Sq. Ft.	FMV / SF
Lot 2, Key No. 710564	$163,900	147,847.19	$1.11
Lot 3, Key No. 710573	$274,400	181,003	$1.52
		Average	1.32

$1.32/ SF AVERAGE X 32,365.63 (SF TO BE VACATED) = $42,722.63

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, April 22, 2024 12:32 PM
To: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Thank you, Nick.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Amberger, Nicholas <nick.amberger@cityofmobile.org>
Sent: Monday, April 22, 2024 9:22 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Cc: Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Lana,

Good morning, we met with the applicant to discuss their request and a future City effort.

Engineering is ok with the vacation but like the MAWSS response, we have facilities in the area requested to be vacated and need to retain easements over the area being vacated.

Please let me know if there are any questions.

Thanks,
Nick

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, March 25, 2024 2:07 PM
To: Morris, Anthony <anthony.morris@cityofmobile.org>; Stout, Carleen <carleen.stout@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Amberger, Nicholas <nick.amberger@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>
Subject: Vacation Request - Meadow Drive ROW

Good afternoon,

Attached is a vacation request for a portion of Meador Drive right-of-way.

Please advise if you have any objections.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, April 23, 2024 8:23 AM
To: Greene, Jennifer; Stout, Carleen
Cc: Amberger, Nicholas; Morris, Anthony; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard; Forrester, John
Subject: RE: Vacation Request - Meadow Drive ROW

Thank you, Jenn.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Greene, Jennifer <jennifer.greene@cityofmobile.org>
Sent: Monday, April 22, 2024 5:05 PM
To: Stout, Carleen <carleen.stout@cityofmobile.org>; Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>; Forrester, John <forresterj@cityofmobile.org>
Subject: RE: Vacation Request - Meadow Drive ROW

Hi Lana –

As Nick stated, we met with the applicant due to some City construction projects in the vicinity of the vacation request. There will be some easement requests in relation to this that we are working through.

Thanks,
Jenn

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Monday, April 22, 2024 5:02 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>; Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: Re: Vacation Request - Meadow Drive ROW

No objections!

On Apr 22, 2024, at 4:44 PM, Gauthier, Lana <lana.gauthier@cityofmobile.org> wrote:

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, April 23, 2024 8:24 AM
To: Stout, Carleen
Cc: Amberger, Nicholas; Morris, Anthony; Hoffman, Bert; White, Jennifer; Kern, Chris; Penn, D M; Harris, Richard; Forrester, John; Greene, Jennifer
Subject: RE: Vacation Request - Meadow Drive ROW

Thank you.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Monday, April 22, 2024 5:02 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Morris, Anthony <anthony.morris@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>; White, Jennifer <whitej@cityofmobile.org>; Kern, Chris <chris.kern@cityofmobile.org>; Penn, D M <pennd@cityofmobile.org>; Harris, Richard <harrisr@cityofmobile.org>; Forrester, John <forresterj@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: Re: Vacation Request - Meadow Drive ROW

No objections!

> On Apr 22, 2024, at 4:44 PM, Gauthier, Lana <lana.gauthier@cityofmobile.org> wrote:
>
> Thank you, Carleen.
>
> Does the Real Estate department have any objections?
>
> Thank you,
>
> Lana Pafenbach
> Assistant City Clerk
> City Clerk's Office
> City of Mobile
> (251) 208-7474

From: Stout, Carleen <carleen.stout@cityofmobile.org>
Sent: Monday, April 22, 2024 2:42 PM

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, April 23, 2024 12:46 PM
To: 'Stephen Harvey'
Subject: Meador Drive Vacation Valuation

Good afternoon,

Below is the City's valuation for the requested vacation:

Meador Drive Vacation

Adjoining Properties	Tax assessor Fair Mkt Value 2023	Sq. Ft.	FMV / SF
Lot 2, Key No. 710564	$163,900	147,847.19	$1.11
Lot 3, Key No. 710573	$274,400	181,003	$1.52
		Average	1.32

$1.32/ SF AVERAGE X 32,365.63 (SF TO BE VACATED) = $42,722.63

Thank you,

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, April 25, 2024 10:18 AM
To: Michael Linder
Subject: Meador Drive Vacation

Michael,

Please let me know if this time line adheres to the City code and State statute.

- 4/30 call for public hearing.
- 5/1 mail copy of Notice to property owners & utility companies.
- 5/1 post copy of Notice on the bulletin board in Government Plaza.
- Publish Notice for 4 consecutive weeks:
  5/8
  5/15
  5/22
  5/29
- 5/20 the applicant submits pictures of 2 signs posted.
- 6/4 public hearing.

Thank you!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, April 25, 2024 1:25 PM
To: Stephen Harvey
Subject: RE: Meador Drive Vacation Valuation

Good afternoon,

Here is the timeline and your next steps for the vacation request:

- 4/30 call for public hearing on Council agenda.
- 5/1 Clerk's office will mail copy of Notice to property owners & utility companies.
- 5/1 Clerk's office will post copy of Notice on the bulletin board in Government Plaza.
- Clerk's office will publish Notice for 4 consecutive weeks and send confirmation of advertising costs to you:
  5/8
  5/15
  5/22
  5/29
- 5/20 the applicant submits pictures to me of 2 signs posted.
- 6/4 public hearing and first read of the resolution for the vacation.

Please let me know if you have any questions.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Stephen Harvey <sharvey@mcdowellknight.com>
Sent: Tuesday, April 23, 2024 2:23 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: RE: Meador Drive Vacation Valuation

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

Thank you. Do we have a time line or schedule for submission of the vacation application to the city council, or what are the next steps?

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Tuesday, April 23, 2024 12:46 PM
To: Stephen Harvey <sharvey@mcdowellknight.com>
Subject: Meador Drive Vacation Valuation

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Thank you,

Lana Pafenbach
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(251) 208-7474