AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 18, 2023, 10:30 AM

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

   Pastor George Riek, Orchard Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road, Suite 1 on May 5, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

   Request of Jennifer Boozer for a waiver of the Noise Ordinance at Bienville Square on April 20, 2023, from 2:00 p.m. - 9:00 p.m. (District 2).

   Request of Quinton Cross for a waiver of the Noise Ordinance at 201 N. Hamilton Street on April 22, 2023, from 1:00 p.m. - 3:30 p.m. (District 2).

   Request of Nathaniel James for a waiver of the Noise Ordinance at 2403 Columbus Avenue on April 29, 2023, from 4:00 p.m.- 9:00 p.m. (District 4).
9. **PUBLIC HEARINGS**

   Public hearing to rezone property located at 4570, 4580, and 4590 Shipyard Road, from B-3 and B-5 to B-5 (District 4).

   Public hearing to declare the structure at 1704 Butler Street a public nuisance and order it demolished (District 1).

   Public hearing to declare the structure at 1767 LeGrande Drive a public

nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1815 Pleasant Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1570 Orange Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1260 Pecan Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1109 State Street a public nuisance and order demolished (District 2).

Public hearing to fix costs for demolition of the structure at 2413 Cone Street; $4,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 2721 Harper Avenue; $3,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 106 Michael Donald Avenue; $4,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 324 Lexington Avenue; $3,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1103 Gimon Circle, W.; $4,400.00 (District 3).

Public hearing to fix costs for demolition of the structure at 2620 Halls Mill Road; $10,700.00 (District 3).

Public hearing to fix costs for demolition of the structure at 801 1/2 Kentucky Street; $4,200.00 (District 3).

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to The Way to Go, Inc. to operate a sedan and shuttle service.

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Suzanne Schwartz - Presenting the Council with the 2023 Martha Revis Collier Civic Engagement Award.

Carl Battles - Concerns about the failure of Municipal Enforcement to enforce junk car City code in his neighborhood for the past three years.

Fred Wheeler - Annexation assumptions and how they are affecting the real discussions which should be allowing the referendum to be allowed. Where were the outside organizations when the business corridors were annexed and the people of West Mobile were taxed without representation.

Betty Shinn - Requesting the Council to look at, inquire about, and research ways to increase the population of the City of Mobile, in addition to annexation.

Darlene Martin - Concerns about how annexation is being proposed and the demographics of it.

Reggie Hill - Continue remarks regarding annexation and Rules of Procedure. Also, inquiry about ARP spending, particularly as it relates to eradicating juvenile delinquency and fatal conflict resolution.

Monica Lang - Acceptance and the pros of annexation.

Dr. Keithe Moore - The pros of accepting annexation.

Titus Thorn - The possibilities of unity and annexation.

11. ORDINANCES HELD OVER

88-018 Authorize the conveyance of City-owned vacant land south of Lloyd Station Road not now needed for public or municipal purposes (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., & Carleen Stout-Clark, Real Estate Dept.).

12. RESOLUTIONS HELD OVER

01-403 Authorize subaward grant agreement for Alabama Department of Conservation and Natural Resources for "Mobile Area Storm Water Mapping & Resiliency Planning" (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-404 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-405 Approve purchase order to Routeware, Inc. for garbage route tracking software; $17,209.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-406 Approve purchase order to Kone, Inc. for Convention Center escalator maintenance cleandown and step chain replacement; $49,668.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-407 Approve purchase order to CDW Government, LLC for iPad computer tablets for Municipal Garage; $20,806.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-408 Authorize contract with Geotechnical Engineering Testing, Inc. for design-phase geotechnical services at the proposed Mobile Civic Center Parking Facility; $34,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-409 Authorize contract with Medical Disposal Systems to provide medical waste disposal services for Mobile Fire Rescue Department and Animal Shelter; $13,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-410 Authorize contract with Rob't J. Baggett, Inc. for expansion joint replacement at the Arthur R. Outlaw Convention Center; $57,977.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept,).

37-411 Consider approval of a Certificate of Public Convenience and Necessity to Comfort Transport, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-412 Authorize Settlement Agreement and Release of Claims; Smith (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

64-019 Rezone property located at 4570, 4580, and 4590 Shipyard Road, from B-3 and B-5 to B-5 (sponsored by Councilmember Reynolds).

14. CONSENT RESOLUTIONS BEING INTRODUCED

09-415 Transfer funds from District 7 Discretionary Account to Public Buildings General Fund Account to replace the garden shed at Mobile Japanese Garden (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

37-416 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to PS Taco, 283 S. McGregor Ave. (sponsored by Councilmember Daves).

37-417 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to LS Charitable Cornhole, 6500 John Counts Road (sponsored by Councilmember Gregory).

40-418 Declare the structure at 1704 Butler Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-419 Declare the structure at 1767 LeGrande Drive a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-420 Declare the structure at 1815 Pleasant Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-421 Declare the structure at 1570 Orange Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-422 Declare the structure at 1260 Pecan Street a public nuisance and order it

demolished (sponsored by Councilmember Carroll).

40-423 Declare the structure at 1109 State Street a public nuisance and order demolished (sponsored by Councilmember Carroll).

40-424 Fix costs for demolition of the structure at 2413 Cone Street (sponsored by Councilmember Penn).

40-425 Fix costs for demolition of the structure at 2721 Harper Avenue (sponsored by Councilmember Penn).

40-426 Fix costs for demolition of the structure at 106 Michael Donald Avenue (sponsored by Councilmember Carroll).

40-427 Fix costs for demolition of the structure at 324 Lexington Avenue (sponsored by Councilmember Carroll).

40-428 Fix costs for demolition of the structure at 1103 Gimon Circle, W. (sponsored by Councilmember Small).

40-429 Fix costs for demolition of the structure at 2620 Halls Mill Road (sponsored by Councilmember Small).

40-430 Fix costs for demolition of the structure at 801 1/2 Kentucky Street (sponsored by Councilmember Small).

46-431 Honorarily rename Commerce Boulevard, South "Honorary Victor Birch Memorial Way" (sponsored by Councilmember Reynolds) (submitted by Lisa C. Lambert, City Clerk).

58-432 Assess costs for removal of weeds, Repeat Weed Lien Group 59.

60-433 Approve award of special bonus to the Firefighter of the Month; Trenier (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-434 Approve award of special bonus to the Officer of the Month; Dearmond (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-435 Determine an appropriation to Dearborn Young Men's Christian Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-436 Determine an appropriation to the Alabama Big Ten Mayors Association serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

60-437 Determine an appropriation to Project THRIVE serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

31-442 Authorize partnership with Alabama Department of Environmental

Management to submit a pre-proposal application to the National Fish and Wildlife Foundation's 2023 America the Beautiful Challenge for Brookley by the Bay and Arlington Park; $5,000,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer Greene, Projects & Program Mgmt.).

15. RESOLUTIONS BEING INTRODUCED

08-438 Approve purchase order to Marsaf Marine Safety Consulting for maritime security plan training exercise services for the Cruise Terminal; $24,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-439 Approve purchase order to Schaefer Plastics North America, LLC for plastic garbage carts; $45,958.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-440 Authorize contract with Chris Brewer Contracting, Inc., for Hillwood Rd. sidewalk project; $387,852.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

37-441 Consider approval of a Certificate of Public Convenience and Necessity to The Way to Go, Inc. to operate a sedan and shuttle service (submitted by Lisa C. Lambert, City Clerk).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/29/2023 - 2:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Naron	Cover Memo	4/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/12/2023 - 10:05 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: EMILY NARON
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-680-9194

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

Mailing Address of Applicant 3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Telephone No. 251-461-6087 E-mail address EMILYNARON@GMAIL.COM

2023 APR -7 PM 1:04

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Date of Event: 1st Friday of every month Starting Time: 6:00 p.m. Ending Time 9:00 p.m.

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

Type of Event: Car show/meet-n-greet the first Friday of every month - open to the public. It takes place inside our shop and outside on private property. All businesses in the area are closed or have given permission for event to take place.

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

Music containing obscene language or profanity is prohibited

1st Friday of every month:
January 6, 2023
February 3, 2023
March 3, 2023
April 7, 2023
May 5, 2023
June 2, 2023

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

July 7, 2023
August 4, 2023
September 1, 2023
October 6, 2023
November 3, 2023
December 1, 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Boozer	Cover Memo	4/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/12/2023 - 10:11 AM

2023 APR 11 AM 8:25

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Jennifer I. Boozer
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-303-5193 Cell Number: 251-303-5193

Organization (if applicable) CannaBama, LLC

Mailing Address of Applicant 558 St. Francis Street Ste. 1A Mobile, AL 36602

Telephone No. 251-255-5155 E-mail address jennifer@cannabama.com

Location or address of event where amplification will be used:
Bienville Square 150 Dauphin Street Mobile 36602

Date of Event: 04/20/2023 Starting Time: 2:00pm Ending Time 9:00pm

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

Type of Event: cannabis education event

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cross	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/13/2023 - 12:53 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
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Name of Applicant: Quinton Cross
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-648-0326

Organization (if applicable) _____

Mailing Address of Applicant 201 N. Hamilton St. Mobile,AL 36603

Telephone No. 251-648-0326 E-mail address mrcross1884@gmail.com

Location or address of event where amplification will be used:
201 N. Hamilton St. Mobile, AL 36603

Date of Event: 04/22/2023 Starting Time: 01pm Ending Time 03:30pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Block Party

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

Music containing obscene language or profanity is prohibited

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

2023 APR 12 AM 11:35

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
James	Cover Memo	4/12/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/12/2023 - 10:15 AM

CITY CLERK'S DEPARTMENT
2023 APR 10 PM 1:55

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

Name of Applicant: Nathaniel James
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251 648-7074

Organization (if applicable) N/A

Mailing Address of Applicant 2403 Columbus Ave

Telephone No. _____ E-mail address Natedogg123@ymail.com

Location or address of event where amplification will be used:

2403 Columbus Ave Mobile, AL 36605

Date of Event: 4/29/2023 Starting Time: 4:00pm Ending Time 9:00pm

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

Type of Event: Water Event / Water guns

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Reynolds

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	4/13/2023 - 1:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:13 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
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Grant Funds	**Matching Funds**

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No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
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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	4/13/2023 - 2:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
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Budget Amendment	**REDUCE INCREASE**
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No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
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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	4/13/2023 - 3:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2023 - 2:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Schwartz	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/6/2023 - 10:15 AM

CITY CLERK DEPARTMENT
2023 APR -5 PM 2:20

ADDRESSING THE CITY COUNCIL

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

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

Your comments will be limited to three (3) minutes

Name: Suzanne Schwartz Date: April 5, 2023

Address: 360 McDonald Avenue Mobile, AL 36604

Phone: 251-214-4016 Email: smorey.schwartz@gmail.com

Date to Address City Council: Tuesday, April 18, 2023

Subject and/or specific questions (must complete):
The League of Women Voters of Mobile is pleased to present the Mobile City Council with the 2003 Martha Revis Collier Civic Engagement Award in regonition of the leadership it demonstratedby seeking full public participation in the redistricting process

How does this pertain to city business (must complete):
It is critical that our elected officials conduct the "people's business" in a manner which provides the opportunity for citizens to meaningfully participate in their government.

Signature: Suzanne Schwartz Pres
League of Women Voters Mobile

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Battles	Cover Memo	4/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/13/2023 - 12:41 PM

CITY CLERK DEPARTMENT
2023 APR 13 AM 10: 16

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Carl E Battles Date: 04/09/2023

Address: 964 Sunset Ave., Mobile, AL 36605

Phone: 404 – 903 – 8011 Email: ci218@yahoo.com

Date to Address City Council: First available April 2023

Subject and/or specific questions (must complete):

Subject: city code enforcement

Continued failure to enforce after 3 years of repeated requests & appeals to Councilmen & Authorities.

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

Failure to enforce junk car codes

Signature: Carl E Battles

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Wheeler	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/13/2023 - 12:44 PM

CITY CLERK DEPARTMENT
2023 APR 13 AM 8:47

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Fred Wheeler Date: 4/12/2023

Address: 8405 Sterling Dr, Mobile, Al

Phone: 251-610-9067 Email: fewheeler@hotmail

Date to Address City Council: 4/18/2023

Subject (must be completed):

Annexation assumptions and how they are affecting the real discussions which should be allowing the referendum to be allowed. The number of outside organizations that have no standing other than the belief that something might happen and where were they when the business corridors were annexed and people of West Mobile taxed without representation.

Specific Questions:

Does the city council intend to allow a referendum for the citizens in all proposed areas?

Signature: Fredrick E Wheeler

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Shinn	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/13/2023 - 12:48 PM

Addressing The City Council

bettyboo222@comcast.net <bettyboo222@comcast.net>
Wed 4/12/2023 11:47 PM
To: City Clerk <cityclerk@cityofmobile.org>

2023 APR 13 AM 8:47

You don't often get email from bettyboo222@comcast.net. Learn why this is important

CAUTION: External Email

ADDRESSING THE CITY COUNCIL This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday before the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request will not be called on to address the Council. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business. Please return this form to: City Clerk's Office 205 Government Street 9th Floor, South Tower Fax: (251) 208-7576 Email: cityclerk@cityofmobile.org Your comments will be limited to three (3) minutes

Name: Betty Mack Shinn _____ Date: April 12, 2023_____
Address: 36 McPhillips Avenue, Mobile, AL 36604_____
Phone: 251.433-4487_____ Email: _bettyboo222@comcast.net
_____ Date to Address City Council: April 18, 2023_____
Subject and/or specific questions (must complete):

I am requesting the Council to look at, inquire about, and research ways to increase the population of the City of Mobile, in addition to annexation. Housings were torn down by the Mobile Housing Board, and to my knowledge, no new housing has been built as a replacement for low and moderate income individuals and families.
Additionally, there are areas that have been neglected where houses could be repaired and restored. This is costly, but, rather than use new materials, tossing old materials into landfills, it would be environmentally friendlier to restore those houses that are capable of being restored. I'm asking this Council to work with citizens, use surveys like the ones used for annexation to help economically challenged citizens in owning the house/property the live in rather than rent. Properties owners generally take more pride in their resident than renters._____
_____
_____
_____
How does this pertain to city business (must complete):

The City Council holds the purse strings and handle finances for the City. In addition to looking at Annexation as a way to expand, please consider and look at ways to make our City more attractive to young people. Affordable housing, bringing in and courting industries that pay a Living Wage, and continue to expose the beauty and great attributes of Mobile, Alabama. Our image, around the nation and world is not positive. We can show the beauty of Mobile, and affordable housing is a great drawing card in getting people to live in Mobile. New and affordable housing and bringing in more jobs, will serve to make Mobile more attractive and a very desirous place to live, work and play._____
_____
_____

Signature: ___Betty M. Shinn_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/13/2023 - 2:13 PM

CITY CLERK DEPARTMENT
2023 APR 13 PM 1:50

ADDRESSING THE CITY COUNCIL

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

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

Your comments will be limited to three (3) minutes

Name: Darlene Martin Date: 4/13/23

Address: 2411 Cross St

Phone: 251-487-4182 Email: dbaker302010@gmail.com

Date to Address City Council: 4/18/23

Subject and/or specific questions (must complete):

My concerns about annexation and how it is being proposed + the demographics of it.

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

The city is in charge of presenting all aspect of annexation

Signature: Darlene Martin

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

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	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 3:58 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, April 13, 2023 1:52 PM
To: Gauthier, Lana
Subject: 4/18 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope that all is well. This is a formal request to be added to next week's Agenda. I shall address the following;

* Continue remarks regarding Annexation
* Continue remarks regarding Rules of Procedure
* Continue inquiry regarding ARP spending, particularly as it relates to eradicating juvenile delinquency and fatal conflict resolution. Especially as we approach the Summer months.

This should be plenty of details, seeing that I submitted everything that was requested last week and still had no response from anyone paid by Taxpayer Resources.

Have an awesome week. Thank you for your service!

Kindest Regards,

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P.O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 4:00 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/14/2023 - 9:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/14/2023 - 9:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Nick Amberger, Engineering, and Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Council Member Ben Reynolds

Purpose and Scope of Project:

Authorize the conveyance of City owned property located south of Lloyd Station Road 36693, no longer needed for public or municipal purposes.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	4/4/2023
Routing forms	Cover Memo	4/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	4/4/2023 - 5:16 PM
Legal	Kern, Chris	Approved	4/6/2023 - 11:40 AM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:33 PM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE CONVEYANCE THEREOF

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be conveyed to Mobile County, Alabama, a body corporate and politic and a political subdivision of the State of Alabama.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the documents associated with the conveyance of the property shown above.

SECTION THREE: Said documents are by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Deputy Director of REAM of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, instruments, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

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

Adopted:

_____

City Clerk

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF MOBILE)

Parcel 1

Beginning at a recovered crimp top iron marking the Northwest corner of Lot 1, Farley Subdivision, as recorded in Map Book 21, Page 110, Probate Court Records, Mobile County, Alabama, run South 41*-11'—55"East and along the North line of said Lot 1, a distance of 242.73 feet to a recovered iron rebar; thence South 36*-13'-47"West and along the Eastern line of said Lot 1 and the Western line of L & N Railroad (right—of—way varies), a distance of 61.53 feet; thence South 35*-48'-56"West and along said Western right—of—way line, 109.48 feet to the PC of a 8586.20 foot radius curve to the West; thence Southwardly and Westwardly along the arc of said curve (chord bears South 35*-45'-22"West, 125.49 feet), a distance of 125.49 feet to a point on the Northern right—of—way of Lloyd Station Road (60 foot right—of—way); thence North 44*-07'-10"West and along said Northern right—of—way line, 206.86 feet; thence North 89*-58'-46"West and along said Northern right—of—way line, 2.83 feet to the Southeast intersection of Lloyd Station Road and Lloyd Station Road (60 foot right—of—way); thence North 29*-28'-15"East and along the East line of said Lloyd Station Road right—of—way and the West line of said Lot 1, Farley Subdivision, 315.16 feet to the Point of Beginning. All of said Lot 1, Farley Subdivision being a portion of the above described parcel.

Parcel 2

Commencing at the Northeast corner of the Northwest Quarter of Section 13, Township 5 South, Range 2 West, Mobile County, Alabama, run South 00*-45'-03" West, a distance of 30.00 feet to a recovered rod and cap (Rowe) marking the South right—of—way line of Lloyd Station Road (60 foot right—of—way); thence South 89*-58'-46"East and along the South line of said right—of—way, 947.14 feet to a recovered rod and cap (Rowe) and the PC of a 65.65 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 65"-52'-32"East, 47.80 feet), a distance of 48.93 feet; thence South 44*-07'-10"East and along the South right—of—way line of said Lloyd Station Road, 14.54 feet to a recovered rod and cap and the Point of Beginning of the property herein described; thence continue South 44*-07'-10"East and along said South right—of—way line, 234.73 feet to a point on the Western right—of—way line of L & N Railroad (right—of—way varies), said point being in the arc of an 8586.20 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 29'-42'-43" West, 359.62 feet), a distance of 359.72 feet; thence departing said Western right—of—way line, run South 89*-13'-22"East, 90.92 feet; thence South 28*-46'-51"West, 1607.38 feet; thence South 00*-45'-03"West, 162.01 feet to a point on the Western right—of—way line of said L & N Railroad; thence South 28*-42'-46"West and along said Western right—of—way line, 7.72 feet; thence North 67*—53'-45"West, 177.45 feet to a point on the Eastern line of a 50 foot Alabama Power easement; thence North 28*-46'-09"East and along said East line, 2490.86 feet to the Point of Beginning.

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO MOBILE COUNTY, ALABAMA, A BODY CORPORATE AND POLITIC AND A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA.**

I. Property Address: Vacant land south of Lloyd Station Road, 36693, County Revenue Commission Key Numbers 1912568,1912559, & 1072074

City Council District; Zoning: District 4, Councilmember: Ben Reynolds; R-1

Sale or Lease: Land Conveyance

II. Acquisitions by City:

- How: Donated to the City of Mobile by an out of state family. It is a portion of an abandoned Mobile & Bayshore Railroad line.
- When: February 19th, 1992
- Special Circumstances (if applicable): N/A.

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: Vacant land south of Lloyd Station Road, 36693 . County Revenue Commission Key Numbers 1912568,1912559, & 1072074.

I.

City Council District and Zoning: R-1, District 4, Councilmember: Ben Reynolds

Sale or Lease: Land Conveyance

Buyer or Lessee: Mobile County, Alabama, a body corporate and politic and a political subdivision of the State of Alabama

II. Date of City Council Resolution Assenting to Sale or Lease: **Upon approval of Ordinance for Disposition**

III. Advertisements: **N/A**

- Dates: _____
- Methods: ____ City Website ____ For Sale sign posted
  ____ Listed with brokers ____ Other (explain)

III. New Lease (if applicable) **N/A**

- Term _____
- Rent _____
- Options to renew _____

IV. Method of Sale:

_____Sale by Realtor _____Request for Proposals
_____Request for Bids _____Negotiation
_____Exchange (explain, including Party, Property)_____
_____Adjacent Property Owner / Sidelot
_____Sale for Less than Fair Market Value
____ Public Purpose (see V below)
__x_ **OTHER (explain):**

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO MOBILE COUNTY, ALABAMA, A BODY CORPORATE AND POLITIC AND A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA.**

V. Fair Market Value:_____N/A - **$0**

How Determined: ____ MAI Appraisal; Date of Appraisal _____

____Appraisal ordered by: ☐ CITY or ☐ PURCHASER
____ Tax Assessor; _____
____ Broker's Letter of Value
____ Other; _____

V. Sale/Lease for Public Purpose identified:

____ Non-profit (name & purpose) _____

_____

____ Public Entity (name & purpose) _____

VI. Notice given to adjacent property owners: ____ Yes ____ No

If yes, date of notice: _____

VII. Competing offers: _____Yes; (Explain)_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached is the resolution to accept Amendment #1 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning." The original grant agreement was signed in July 2020. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop resources for use in resiliency planning for in developers and private landowners, including a manual for LID use.
This amendment adds $510,000.00 RESTORE Act Bucket 3 funds to the award, for a new total of $3,599,593.00. Additional work will be completed including completion of the mapping work, including heavy lid survey, and creation of additional resources in our manual.

Amount of Contract:

N/A

Effective Date of Contract:

4/10/2023

Funding Source

Project # 2020-2045-7 State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** $510,000

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/5/2023
Resolution	Resolution Letter	4/5/2023
Amendment 1	Backup Material	4/5/2023
Original Agreement and Resolution	Backup Material	4/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	4/5/2023 - 5:06 PM
Accounting	Daniels, Bettye	Approved	4/6/2023 - 11:32 AM
Legal	Kern, Chris	Approved	4/6/2023 - 11:40 AM
Legal	Kern, Chris	Approved	4/6/2023 - 11:41 AM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:33 PM

April 5, 2023

Dear Councilmembers:

Attached is the resolution to accept Amendment #1 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled “State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning.” The original grant agreement was signed in July 2020. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop resources for use in resiliency planning for in developers and private landowners, including a manual for LID use.

This amendment adds $510,000 RESTORE Act Bucket 3 funds to the award, for a new total of $3,599,593.00. Additional work will be completed including completion of the mapping work, including heavy lid survey, and creation of additional resources in our manual.

Please do not hesitate to contact me with any questions at 251.208.7199 or at jennifer.greene@cityofmobile.org.

Sincerely,

Jennifer Greene
Director of Programs and Project Management
Public Works

Sponsored by: Mayor William S. Stimpson

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing grant for Mobile Area Storm Water Mapping & Resiliency Planning, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Direct Component project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-01. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01, Mobile Area Storm Water Mapping & Resiliency Planning Amendment No. 1. This amendment executes the following suite of actions:

- This amendment adds federal funding in the amount of $510,000.00 for a total of $3,599,593.00 and extends the end date of the period of performance to 01/31/2025;
- A revised reporting schedule is attached to this amendment;
- Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference; and
- All other terms & conditions contained in the initial award remain in effect.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
   a. Federal Award Identification Number (FAIN): GNSSP20AL0002
   b. Federal Award Period of Performance: 10/01/2019 to 01/31/2025
   c. Total Amount of Federal Funds Obligated To Subrecipient: $3,485,000.00
   d. Subrecipient UEI: QV8KPHH9J8A3
   e. Total Amount of Federal Award: $3,599,593.00
   f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
   g. Pass-Through Entity & Awarding Official Contact Information:
      Alabama Department of Conservation and Natural Resources
      Commissioner Christopher M. Blankenship
      64 N. Union Street; Suite 468
      Montgomery, AL 36130
   h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"

i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million four hundred eighty-five thousand and xx/100 dollars ($3,485,000.00).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on January 31, 2025.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on January 31, 2025 (hereinafter "Agreement Term").

6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.

7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

8. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER

COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
   1. This Subaward Agreement;
   2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

_____
Christopher M. Blankenship, Commissioner

Date: _____

CITY OF MOBILE, A Municipal Corporation

By:_____ _____
Date:

Its:_____

ATTEST:

_____ _____
City Clerk **Date:**

AL-03/07/2023
Subrecipient Name: *City of Mobile, **UEI: QV8KPHH9J8A3***
Title of Grant Project: *State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning*

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	**UEI: QV8KPHH9J8A3**
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	03/07/2023
(v.)	Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on January 31, 2025.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$3,485,000.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$3,485,000.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$3,485,000.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: WLNMNKHKF5T1 is $3,599,593.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean JTD
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment
cc: Accounting

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Thank you,

Amy Hunter
DWH Restoration Coordinator

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, gender, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

31.493 2020

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of $3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: JUL 07 2020

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:

    a. Federal Award Identification Number (FAIN): GNSSP20AL0002
    b. Federal Award Period of Performance: 10/01/2019-04/30/2023
    c. Total Amount of Federal Funds Obligated to Subrecipient: $3,000,000.00
    d. Subrecipient DUNS#: 010396687
    e. Total Amount of Federal Award: $3,089,593.00
    f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
    g. Pass-Through Entity & Awarding Official Contact Information:
        Alabama Department of Conservation and Natural Resources
        Commissioner Christopher M. Blankenship
        64 N. Union Street; Suite 468
        Montgomery, AL 36130
    h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
    i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (**$3,000,000.00**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

    a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
        i. Federal Award;
        ii. Special Award Conditions incorporated within the Federal Award;
        iii. 2 C.F.R. Part 200; and
        iv. 31 C.F.R. Part 34.

    b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.

    c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

    d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

    e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:
(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Mobile_County-_Implementing_Storm_Water.Subrecipient_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

15. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

    a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
    b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
    c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
    d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
    e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
    f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
    g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
    h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
    i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
    j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
    k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
    l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.§1801)
    m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
    n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
    o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
    p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
    q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.§§ 1431—1445)
    r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
    s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
    t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
    u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
    v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
    w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
    x. Invasive Species, EP 13112
    y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
    z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

    a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

    b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.

    c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.

    d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.

    e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.

    f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).

    g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

    h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.

    i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.

    j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

    k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

    l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

21. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.

22. DEBARMENT AND SUSPENSION:

    a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

    b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

    c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.

    d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

23. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

25. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

    "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."

26. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.

27. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

    a. Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

    b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."

    c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION:

a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.

b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.

c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1900; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

    a. A Member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A RESTORE Council employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

36. ASSIGNABILITY: Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

37. AMENDMENT: Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

38. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

39. ENFORCEMENT OF RIGHTS AND OBLIGATIONS: Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. NO AGENCY RELATIONSHIP: By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

41. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

42. NOT A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. NOT ENTITLED TO MERIT SYSTEM: The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

44. BOYCOTT: In compliance with Act 2016-312, the Subrecipient 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 the State can enjoy open trade.

45. PRORATION: In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

46. CLAIMS FOR LIENS: Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.

47. TAX RESPONSIBILITY: Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.

48. VENUE: Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

49. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

50. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

51. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

52. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

    1. This Subaward Agreement; and
    2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Christopher M. Blankenship, Commissioner **Date:** 7-31-2020

APPROVED LEGAL
JTD

CITY OF MOBILE, A Municipal Corporation

By: _____ 7/9/20
Date:

Its: Mayor

ATTEST:

_____ 7-9-2020
City Clerk Date:

Reviewed By Accounting

_____
DCNR Accounting Director

AL-04/16/2020
Subrecipient Name: City of Mobile, **DUNS #010396687**
Title of Grant Project: *State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning*

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	DUNS # **010396687**
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.)	Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$ 3,000,000.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$ 3,000,000.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$ 3,000,000.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is $3,089,593.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.
This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail

Grant Number: 1MA12-ISLS

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251-208-6006

Fax number: 251-208-7756

Name of person completing this form: Sherry Horton

E-mail address: sherry.horton@cityofmobile.org

Website: cityofmobile.org

Incorporated in: 1819 Incorporated Date: December 17, 1819

Number of employees: 2074

DUNS number: 010396687

EIN (Employee ID Number): 636001318

Fiscal Year (Month/Year): 09/19

3. Subrecipient Type of Organization (select one):

X Government	☐ Nonprofit corporation	☐ Other corporation	☐ Individual

4. Subrecipient Organization Classification (select all that apply):

☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	X Other: City

5. Subrecipient Personnel Contact Information

Project Director for Subaward

Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org

Additional Contact for Subaward

Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org

6. Subrecipient Indirect Costs

Fiscal Year (Month/Year): 9/19

Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No X 10% De Minimis Rate
(if yes, please attach a copy of your current rate agreement)

Name of Designated Federal Cognizant Agency (if applicable):

7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards.
(If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)

X Yes ☐ No

8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends $750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June

X Yes ☐ No

Auditor Contact Name and Title:

9. **Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.**
X Yes ☐ No
10. **If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years?** If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.
☐ Yes X No Explanation (if applicable):
11. **Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?**
X Yes ☐ No
12. **Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?**
X Yes ☐ No
13. **Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)?** If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.
☐ Yes X No Explanation (if applicable):

14. **Are all disbursements properly documented with evidence of receipt of goods or performance of services?**		
X Yes	☐ No	
15. **Are all bank accounts reconciled monthly?**		
X Yes	☐ No	
16. **Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:**		
the total funds available for a grant?	X Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	X Yes	☐ No
17. **Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?**		
X Yes	☐ No	
18. **Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?**		
X Yes	☐ No	
19. **In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward?** If yes, please explain.		
X Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. **In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management?** If yes, please explain.		
☐ Yes	X No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?		
Pay Rates and Benefits	X Yes	☐ No
Leave	X Yes	☐ No
Conflicts of Interest	X Yes	☐ No
Purchasing/Procurement	X Yes	☐ No
Capitalization/depreciation	X Yes	☐ No

22. Describe the method Subrecipient uses to support labor and benefit charges.

Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.

23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?

X Yes ☐ No

24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?

X Yes ☐ No

25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?

X Yes ☐ No

26. Does Subrecipient periodically check its detailed property records against physical inventory?

X Yes ☐ No

27. Attachments: Please attach the following or check N/A if not applicable.

	Document	Attached	N/A
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: _____

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Rev. 1.15.2020

Alabama Department of Conservation and Natural Resources

Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 http://fedgov.dnb.com/webform

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☑ **If yes, answer next question. If no, stop here and sign form and return to DCNR**

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ **If no, complete the following. If yes, stop here and sign form and return to DCNR**

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Laura Angle

Signature

Grants Compliance Manager

Title

07/29/2020

Date

Laura Angle

Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources
DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

If your Organization doesn't have a DUNS number, please read the info below and check the box if you intend on obtaining one.

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. **If you have already registered or are unsure**, log onto **https://www.dnb.com/duns-number/lookup.html** and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.

2. **To obtain a DUNS number,** *we strongly suggest you register via the web* (not by telephone) by logging into **http://fedgov.dnb.com/webform/**. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☑ NO ☐
Date: 07-29-2020
Performed by: Robyn Cohron
Position Title: Coastal Restoration Account Specialist
DCNR Division: State Lands - Coastal
Contract/Grant Number: S1P15-MASM
Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY MOBILE, CITY OF		Status: Active
DUNS: 010396687 +4:	CAGE Code: 496N7	DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST City: MOBILE ZIP Code: 36602-2613	State/Province: ALABAMA Country: UNITED STATES	

1. DATE ISSUED *MM/DD/YYYY* 04/14/2020	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 87.052 - Spill Impact Component Project Grants	
3. ASSISTANCE TYPE Project Grant	
4. GRANT NO. GNSSP20AL0002-01-00 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN GNSSP20AL0002	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* From 10/01/2019	Through *MM/DD/YYYY* 04/30/2023
7. BUDGET PERIOD *MM/DD/YYYY* From 10/01/2019	Through *MM/DD/YYYY* 04/30/2023

The Gulf Coast Ecosystem Restoration Council
RESTORE Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill Impact Component

8. TITLE OF PROJECT (OR PROGRAM)
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 458 Montgomery, AL 36130-3020	**9b. GRANTEE PROJECT DIRECTOR** Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 Electronically Signed 04/15/2020	**10b. FEDERAL PROJECT OFFICER** Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation	II	
a. Salaries and Wages		23,564.00
b. Fringe Benefits		8,818.00
c. Total Personnel Costs		32,382.00
d. Equipment		0.00
e. Supplies		100.00
f. Travel		84.00
g. Construction		0.00
h. Other		0.00
i. Contractual		3,049,206.00
j. TOTAL DIRECT COSTS	→	3,081,772.00
k. INDIRECT COSTS		7,821.00
l. **TOTAL APPROVED BUDGET**		3,089,593.00
m. Federal Share		3,089,593.00
n. Non-Federal Share		0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	3,089,593.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	3,089,593.00
13. Total Federal Funds Awarded to Date for Project Period	3,089,593.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:
Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/15/2020

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19. DUNS 929933406	20. CONG. DIST. 03
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. $3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
☒ PRELIMINARY DATA MANAGEMENT PLAN SUMITTED 03/13/2020
☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.

C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
$3,089,593.00			$3,089,593.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

Project Narrative

Project Title: **State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning**

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient – project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:

    - Lower Chasaw Creek
    - Red Creek-Eight-mile Creek
    - Toulmins Spring Branch-Three Mile Creek
    - Miller Creek
    - Halls Mill Creek
    - Upper Dog River
    - Tensaw River-Apalachee River
    - Mobile Bay
    - Lower Dog River
    - Fowl River
    - Deer River

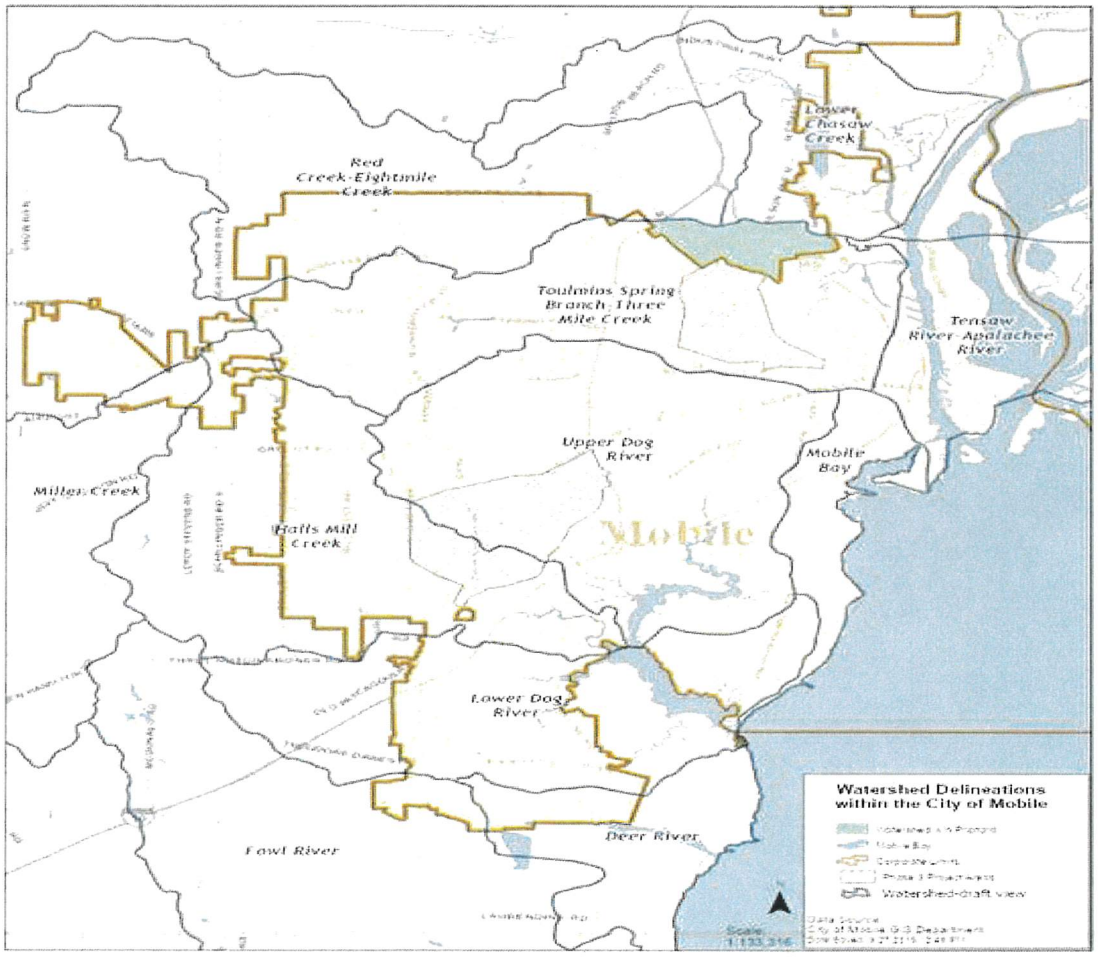


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.

- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post- processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

  i. Data Collection

  The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.
  A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

  Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

  ii. Data Processing

  The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.

- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.

- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.

- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.

- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.

- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.

- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36

months) Milestone #3 – Repetitive Flood Loss Consultant Contract

(Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18

months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.
  Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.

- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.
  Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

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Lymer, B.L., Weinberg, J., Clausen, T.J. 2018. Water quality management from source to sea: from global commitments to coordinated implementation. Water International 43(3), 349-360

Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. Ecological Applications 10(4): 1047-1056

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Pennington, K. L., Cech, T.V. 2010. Introduction to water resources and environmental issues. Cambridge University Press, Cambridge, UK.

Spellman, F.R. 2008. The Science of Water: concepts and applications. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).

Vörösmarty, C.J., McIntyre, P.B., Gessner, M.O., Dudgeon, D., Prusevich, A., Green, P., Glidden, S., Bunn, S.E., Sullivan, C.A., Reidy Liermann, C., Davies, P.M. 2010. Global threats to human water security and river biodiversity. Nature, 467(7315), 555-561.

Xu, X., Schreiber, D., Lu, Q., & Zhang, Q. (2018). A GIS-Based Framework Creating Green Stormwater Infrastructure Inventory Relevant to Surface Transportation Planning. Sustainability, 10(12), 4710.

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of $3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED **$3,089,593**

Total Pre-Award Funds Requested	**$5,136**
Total Direct Costs Requested	**$3,076,636**
Total Allowable Indirect Costs Requested	**$7,821**
Total Program Income Anticipated	**$0**

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are $5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	$97,696	50 Hours	$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	$58,128	50 Hours	$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	$105,866	1.0835%	$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	$97,696	3.25%	$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	$58,128	3.25%	$5,667	
Administrative Assistant	Provide general office support	$36,492	1.0835%	$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: $23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	$2,348	34.40	$808	Pre-Award

Grants Manager / Biologist III	$1,397	41.73	$583	Pre-Award
AGCRC Executive Director	$3,441	32.7	$1,125	
DWH Restoration Coordinator	$9,525	34.40	$3,277	
Grants Manager / Biologist III	$5,667	41.73	$2,365	
Administrative Assistant	$1,186	55.64	$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: $8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	$0.58 per mile	$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: $83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	$100	1	$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: $100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for $3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
    a. Mapping Contract - $2,715,000
    A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.
        i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
        ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
    b. Repetitive Flood Loss Consultant Contract - $35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

c. Storm Water Management Guidance Manual Consultant Contract - $250,000
Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.

- An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADNCR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	$35,000.00	Yes
Storm Water Management Guidance Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	

requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: $3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADNCR estimates $49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual

Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	$49,206.48	

TOTAL CONTRACTUAL: $49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs - INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: $7,821

TOTAL OF INDIRECT COSTS: $7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	$32,382.00
Personnel	$23,564.00
Fringe Benefits	$8,818.00
Travel	$84.00
Travel	$84.00
Project Oversight	$84.00
Construction	$0.00
Construction management/legal expenses	$0.00
Land, structures, rights-of-way, appraisals, etc.	$0.00
Relocation expenses and payments	$0.00
Architectural and engineering fees	$0.00
Other architectural and engineering fees	$0.00
Project inspection fees	$0.00
Site work	$0.00
Demolition and removal	$0.00
Construction	$0.00
Contingencies	$0.00
Equipment	$0.00
Equipment	$0.00
Supplies	$100.00
Supplies	$100.00
Postage	$100.00
Other Direct Costs	$0.00
Other Direct Costs	$0.00
Miscellaneous	$0.00
Subrecipients and Contractors	$3,049,206.00
Subrecipient	$3,000,000.00
City of Mobile	$3,000,000.00
Contractor	$49,206.00
Volkert & Associates Inc.	$49,206.00
Total Direct Costs	$3,081,772.00
Indirect Charges	$7,821.00
Indirect Charges	$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	$7,821.00
Total Indirect Costs	$7,821.00
Total GCERC Costs	$3,089,593.00
Co-Funding	$0.00
Co-Funding	$0.00
Total Project Costs	$3,089,593.00
Income	$0.00
Project (program) income	$0.00

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for Fuel for various locations.

General fund.

Amount of Contract:
Total of all is $287,147.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230404 Agenda Package Fuel POs	Cover Memo	4/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7624	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$21,358.50	(279229) PETROLEUM TRADERS CORPORATION
7625	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7626	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7627	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7628	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7629	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION

7630	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7631	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7632	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7633	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7634	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7635	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7636	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7640	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00007624-00 FY 2023
MUNICIPAL GARAGE	PO 23007377
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229	04/04/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.59000	21315.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21315.70
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
	Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007624-00 FY 2023
MUNICIPAL GARAGE	PO 23007377
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229	04/04/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21358.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21358.50	3758905.18
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007624-00 FY 2023
MUNICIPAL GARAGE	PO 23007377
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229	04/04/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007625-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007625-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007625-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007626-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007626-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007626-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007627-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007627-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007627-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007628-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007628-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007628-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007629-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007629-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007629-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007630-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.69000	20242.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007630-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007630-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007631-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	2.69000	20242.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007631-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007631-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007632-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.69000	20242.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007632-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007632-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007633-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.69000	20242.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007633-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007633-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007634-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007634-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007634-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007635-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007635-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007635-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007636-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007636-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
TRAVESIA AGEE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007636-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007640-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007640-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007640-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

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

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

Page 4 of 6

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

	TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

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

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
3/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Routeware Inc for equipment for Routeware garbage route management software.
General fund.

Amount of Contract:

$17,209.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230333 Routeware Agenda Package POs	Cover Memo	3/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:37 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
7106	2023	(2090B) GARBAGE COLLECTION	EQUIPMENT FOR ROUTEWARE GARBAGE ROUTE TRACKING SOFTWARE (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$17,209.00	(29685) ROUTEWARE, INC.

Adopted:

_____

City Clerk

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE # Q-04478-1, HGAC CONTRACT #FL03-021 AND CONTRACT WITH THE CITY OF MOBILE			
001	ACTUATOR KIT FOR HD ANDROID AND WINDOWS	2.00 EACH	130.00000	260.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			260.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	CAMERA CONTROLLER (CAMERA NOT INCLUDED)	2.00 EACH	475.00000	950.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			950.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	STANDARD HD CAMERA FOR CAMERA CONTROLLER WITH CABLE	10.00 EACH	90.00000	900.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			900.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
004	MONITOR FOR CAMERA CONTROLLER EACH	1.00 EACH	40.00000	40.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			40.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	CAMERA POWER KIT	3.00 EACH	38.00000	114.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			114.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
006	DUAL FACING HD DASH CAMERA (INTERIOR ONLY) FOR CAMERA CONTROLLER WITH CABLES	2.00 EACH	140.00000	280.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			280.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	VIDEO SERVICE HARDWARE	2.00 EACH	195.00000	390.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			390.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	REVERSE CAMERA CONNECTOR KIT (ANDROID)	3.00 EACH	50.00000	150.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			150.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
009	DUAL FACING HD DASH CAMERA (INTERIOR ONLY), REINSTALL KIT (CAMERA NOT INCLUDED)	1.00 EACH	70.00000	70.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			70.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
010	CAMERA CONTROLLER, REINSTALL KIT (MDVR NOT INCLUDED)	1.00 EACH	90.00000	90.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			90.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
011	STANDARD HD CAMERA, REINSTALL KIT (CAMERA NOT INCLUDED)	5.00 EACH	40.00000	200.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			200.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
012	HEAVY DUTY TABLET 10" PRO TABLET WITH FULL INSTALL KIT (ANDROID)	1.00 EACH	825.00000	825.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			825.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

013	ACTUATOR SIGNAL INSTALLATION	2.00 EACH	190.00000		380.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.				380.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
014	VEHICLE INSTALLATION	3.00 EACH	380.00000	1140.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			1140.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
015	VEHICLE UNINSTALL	1.00 EACH	300.00000	300.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			300.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
016	CAMERA SYSTEM INSTALLATION	3.00 EACH	380.00000	1140.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1140.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 11

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
017	ADDITIONAL CAMERA INSTALLATION	15.00 EACH	150.00000	2250.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			2250.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
018	BACKUP CAMERA AUTO TRIGGER INSTALLATION	2.00 EACH	190.00000	380.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			380.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
024	T & E EXPENSES - ESTIMATE. WILL BILL FOR ACTUAL CHARGES ER EMAIL	1.00 EACH	7350.00000	7350.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			7350.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Requisition Link

Requisition Total 17209.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	17209.00	2956414.99
SANITATION EXP	OPERATING SUPPLIES	

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 13

Vendor
ROUTEWARE, INC.
16525 SW 72ND AVE.

PORTLAND, OR 97224
UNITED STATES
Tel#609.802.9644

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/20/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/20/23	JAMES DELAPP	
Approved	03/20/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	03/27/23	SHONNDA SMITH	
Approved	03/27/23	JAMES DELAPP	Auto approved by: 910518244
Approved	03/27/23	CASI CALLAWAY	Auto approved by: 910518244
Rejected	03/20/23	DONALD ROSE	Plse remove lines 19-23, add v
Approved	03/31/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/31/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/31/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/31/23	JOHN PAINE	
Approved	03/31/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature



Product Information

Product Description

"Premium" solution (route managrment solution for solid waste programs): per vehicle license, priced as a single vehicle; home office license; web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless GX400 GPS transponder-cellular modem (OBDIII interface); touch screen computer options; driver records pickups, skips, extras, timers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting; mapping functionality includes: bread crumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, timers

Manufacturer

Routeware

Product Code

FL21G05

Contract

FL03-21 Fleet Services Equipment

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

Standard solution: $3,116 (inclusive of GPS/onboard computer unit with full install kit (standard cabling, wiring, etc.) as well as the base perpetual software license; requires Routeware Control Center liensing ($15k...$188/vehicle after first 15)

Price Unit

Price Per System

Keyword(s)

Fleet; fleet equipment;

View Catalog

Vendors Offering This Product

Routeware, Inc.
Kerry Araujo
karaujo@routeware.com
Phone: 503-906-8500
Fax: 503-906-8544

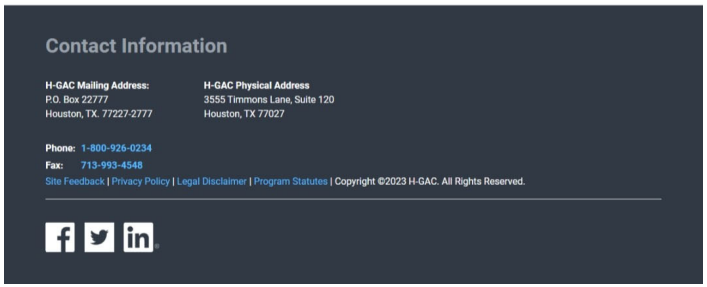
Routeware, Inc.
Hayden Bradford
hbradford@routeware.com
Phone: 479-422-7688
Fax: 503-906-8544

Contact HGACBuy

Loleta Chappel
loleta.chappel@h-gac.com
Phone: 713-993-2486
Fax: 713-993-4548

Return to Products & Services

View This Contract



Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Kone, Inc, for Convention Center Water St down escalator maintenance cleandown and step-chain replacement.
Capital project.

Amount of Contract:

$49,668.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230406 Kone Agenda Package POs	Cover Memo	4/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:36 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
7802	2023	(3032) ARCHITECTURAL ENGINEERING	CONVENTION CENTER WATER ST DOWN ESCALATOR MAINTENANCE CLEANDOWN AND STEP CHAIN REPLACEMENT (OMNIA/ SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$49,668.00	(273592) KONE, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007802-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/29/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	PROPOSAL TO REPLACE THE OBSOLETE STEP CHAINS, ROLLERS, AND PERFORM AN ESCALATOR CLEANDOWN TO CLEAN THE INTERIOR OF THE ESCALATOR, EMPTY THE DRIP PANS, AND REMOVE THE BUILDUP OF OIL, GREASE, LINT, DIRT, AND REFUSE FROM THE INTERIOR OF THE DOWN ESCALATOR AT CONVENTION CENTER. PRICING AS PER OMINIA CONTRACT GENRL-EV2516 DATED 12-1-2018 AND YOUR QUOTE DATED 3-20-2023	1.00 LOT	49668.00000	49668.00

Additional Description Notes

PER YOUR QUOTE DATED 03.20.23

WORK TO BE PERFORMED PER YOUR SPECS

FOR QUESTIONS OR CONCERNS CONTACT M. THOMAS @ 251.208.7519

1 2000.80.00.0000.0000.0000.0000.0000.42200.
E C0840 .PROFTECHNC. . 49668.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00007802-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/29/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 49668.00

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

Account			Amount	Remaining Budget
E C0840	.PROFTECHNC.	.	49668.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	49668.00	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	04/03/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	04/03/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	04/03/23	CASSIE BOATWRIGHT	
Approved	04/03/23	BRENDA RHODES	
Approved	04/03/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/03/23	RELYA MALLORY	Auto approved by: 910511034
Queued	04/03/23	DONALD ROSE	Auto approved by: 910511034
Queued	04/03/23	SANDRA LEWIS	Auto approved by: 910511034
Queued	04/03/23	KAREN NAMAN	Auto approved by: 910511034

Bill To	Requisition 00007802-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: Status: Released Page 3

Vendor	Ship To
KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/29/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	04/03/23	JOHN PAINE		Auto approved by: 910511034	
	Queued	04/03/23	MICHAEL SPAFFORD		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

KONE

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

Overview

Contract Documentation

Contract Highlights

Success Stories

KONE Care

Modernization

24/7 Connected Services

Safety

New Construction

FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO

Contract Number: EV2516

December 1, 2018 through November 30, 2024
Option to renew (5) additional (1) year periods

Executive Summary

- Executive Summary

Contract Documents

- Contract EV2516
- EV2516 Terms & Conditions
- EV2516 Attachment D: Scope of Services
- EV2516 Attachment F: Insurance
- EV2516 Exhibit 4

RFP Documents

- RFP EV2516
- RFP EV2516 Addendum 1
- RFP Posting Document

Response Evaluation

- AZ Compliance

REQUEST CONTRACT INFORMATION

Health and Well-being Solutions



CITY OF KANSAS CITY CONTRACT

UNIVERSITY OF CALIFORNIA CONTRACT

FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone:(816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523

E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and

   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and

   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:

   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516
Attachment B – Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
i. Exhibit 1: City of Kansas City Special Requirements
ii. Exhibit 2: City of Kansas City Pricing Schedule
iii. Exhibit 3: National Pricing Schedule
iv. Exhibit 4: Participating Public Agency Service Level Agreement
Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By: _____

Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI
By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form:

_____
Assistant City Attorney

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 25 IPad computer tablets for Municipal Garage.

General fund.

Amount of Contract:

$20,806.80

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

ATTACHMENTS:

Description	Type	Upload Date
20230403 CDW Agenda Package POs	Cover Memo	4/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:36 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
7526	2023	(2050) FLEET MANAGEMENT-GARAGE	25 IPAD COMPUTER TABLETS FOR MUNICIPAL GARAGE (NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$20,806.80	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER NATIONAL IPA TECHNOLOGY CONTRACT #2018011-01 AND YOUR QUOTE #NHJR050. CUSTOMER #7280473.			
001	ITEM: CDW Product Protection Premium 3 Years iPad Supplier Part No: 6027449 Manufacturer Part No: CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000	25.00 EACH	158.34000	3958.50
	1 1000.40.20.2070.2050.2070.0000.0000.44020.			3958.50
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	ITEM: Apple 10 9 iPad Wi Fi Cellular 10th Generation 64 GB	23.00 EACH	569.48000	13098.04

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Silver Supplier Part No: 7213849 Manufacturer Part No: MQ6J3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509			
	1 1000.40.20.2070.2050.2070.0000.0000.44020.			13098.04
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
003	ITEM: Apple 12 9 iPad Pro Wi Fi 6th Generation 128 GB Space Grey Supplier Part No: 7213811 Manufacturer Part No: MNXP3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	2.00 EACH	1044.93000	2089.86
	1 1000.40.20.2070.2050.2070.0000.0000.44020.			2089.86

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
004	ITEM: OtterBox Defender Series protective case for tablet Supplier Part No: 7248842 Manufacturer Part No: 77-89955 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP: UNSPSC: 43211600	23.00 EACH	54.38000	1250.74
1	1000.40.20.2070.2050.2070.0000.0000.44020.			1250.74
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY			

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
005	ITEM: Compulocks iPad Pro 12 9 inch Enclosure Rotating Counter Stand mounting k Supplier Part No: 5458119 Manufacturer Part No: 303B299PSENB Manufacturer Name: Compulocks/Maclocks Supplier Quote No: 37171 NIGP: UNSPSC: 43211600	2.00 EACH	204.83000	409.66
1	1000.40.20.2070.2050.2070.0000.0000.44020.			409.66
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 20806.80

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.44020.	20806.80	3758905.18

FLEET MANAGEMENT EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	03/31/23	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	03/23/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/23/23	JAMES DELAPP	
Approved	03/23/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	04/03/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/03/23	JAMES DELAPP	
Approved	04/03/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	04/03/23	DONALD ROSE	Approved by: 9105fola
Approved	04/03/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/03/23	KAREN NAMAN	Auto approved by: 910516727
Approved	04/03/23	JOHN PAINE	Auto approved by: 910516727
Approved	04/03/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Total Cloud Solutions and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 22-08

RFP Issued: March 9, 2022

Pre-Proposal Date: March 22, 2022

Response Due Date: January 19, 2021

Proposals Received: 9

Awarded to:

Contract # R220801

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-08 on March 9, 2022, to establish a national cooperative contract for Total Cloud Solutions and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On May 3, 2022, proposals were received from the following offerors:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that CDW-Government LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2022.

Contract Highlights:

Collectively, CDW-G is unmatched in the depth and breadth of experience with the top three public cloud providers, AWS, Azure and Google Cloud Platform. Certified technical specialists to advise, plan, implement and manage unique and critical hybrid IT environment. Professional Services for multicloud span an incredible array of disciplines and technologies, and every critical path is covered.

Contract includes:

- Public Cloud Service Providers
- Private Cloud Infrastructure
- Cloud Application
- Managed Cloud Services

Term:

Initial three-year agreement from October 1, 2022 through September 30, 2025 with the option to renew for two (2) additional one-year periods through September 30, 2027

Pricing/Discount:

Due to the complexity and diversity of cloud offerings, please contact your CDW-G Account Rep for pricing.

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/suppliers/cdw-g/contract-documentation#c35648

NATIONAL IPA™
An OMNIA Partner

MENU

REGISTER

There's More Purchasing Power in the Partnership

VIEW COMBINED CONTRACT PORTFOLIO

National IPA is now OMNIA Partners, Public Sector

The nation’s largest and most experienced cooperative purchasing organization for the public sector.

Our immense purchasing power and world-class suppliers have produced an extensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations.

With our even bigger team of experts dedicated specifically to municipal buying, and the nation's most comprehensive portfolio of products and services, OMNIA Partners empowers your complex agency to make budgets work harder than ever.

OMNIA PARTNERS

NATIONALIPA™ U.S. COMMUNITIES® GOVERNMENT PURCHASING ALLIANCE

Get to Know Us

Let us help deliver savings and value to your public agency.

LEARN MORE

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**

Last name**

Company name**

Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐

I agree*

SIGN UP FOR EMAIL UPDATES

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

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Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide design-phase geotechnical engineering services for the proposed parking deck at the Mobile Civic Center

Amount of Contract:

$34,500.00

Funding Source

Project # Mobile Civic Center Parking Facility – Design-Phase Geotechnical Services CC-085B-22	**Discretionary Funds**
Project String C0806 Civic Center Parking Garage (20002000-42200)	**Contract Number:**4397
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CC-085B-22 Mobile Civic Center Parking Facility – Design-Phase Geotechnical Services	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/4/2023 - 5:17 PM
Capital	Hollins, Tiffany	Approved	4/5/2023 - 11:58 AM
Legal	Kern, Chris	Approved	4/6/2023 - 11:43

Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:34 AM PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	GEOTECHNICAL ENGINEERING TESTING, INC.
Project Name:	MOBILE CIVIC CENTER PARKING FACILITY – DESIGN PHASE - GEOTECHNICAL SERVICES
Project Number:	CC-085B-22
Amount:	$34,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0806 – CIVIC CENTER PARKING GARAGE

CAPITAL PROJECT #: C0806 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-085B-22

CONTRACT AMOUNT: $34,500.00

PROJECT DESCRIPTION: TO PROVIDE DESIGN-PHASE GEOTECHNICAL ENGINEERING SERVICES FOR THE PROPOSED PARKING DECK AT THE MOBILE CIVIC CENTER (401 CIVIC CENTER DRIVE).

VENDOR NAME: GEOTECHNICAL ENGINEERING TESTING, INC.

VENDOR NUMBER: 72600

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: Katie Cassil – Secretary III **Date:** 3/23/2023

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: GEOTECHNICAL ENGINEERING TESTING, INC.
Professional Engineers
904 Butler Drive
Mobile, Alabama 36693

City of Mobile Business License No.: 189640

Secretary of State Registration No.: 000-033-894

For the following Project: Mobile Civic Center Parking Facility
Design Phase Geotechnical Services
401 Civic Center Drive
Mobile, Alabama 36602

Project Number: CC-085B-22

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 THIRTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($34,500.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated February 27, 2023, 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:	Geotechnical Engineering Testing, Inc.
Address:	904 Butler Drive, Mobile, Alabama 36693
Phone Number:	(251) 666-7197
Email address:	cdoyle@geoengr.com
Name:	Curt Doyle, P.E., Principal Engineer
License No.:	PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide Design Phase Geotechnical Services to include Field Exploration Service, Laboratory Testing Services, and Engineering Evaluations and Reporting. The Consultant shall deliver the Work complete within: Forty-Five (45) working days from the date of the written Notice to Proceed. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

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 February 27, 2023.

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
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

2. Projects over $1,000,000 to be determined by Owner

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. 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. 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 February 27, 2023;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
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 affect 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: **Geotechnical Engineering Testing, Inc.**

Signature

Curt Doyle, P.E., Principal Engineer
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Curt Doyle as President of Geotechnical Engineering-Testing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation.
Sworn to and subscribed for me this 14 day of March 2023.

NOTARY PUBLIC
My Commission Expires:

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

My Commission Expires
August 16, 2026

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

February 27, 2022

Gregg Blaize
Capital Improvement Project Manager
City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

Email: gregg.blaize@cityofmobile.org

Re: Proposed Scope of Services and Fees for Design Phase Geotechnical Engineering Services for the Proposed City of Mobile – Civic Center Parking Deck in Mobile, Alabama

Mr. Blaize:

Geotechnical Engineering-Testing, Inc. is pleased to offer our proposed scope of services and estimated fees for the design-phase geotechnical engineering services for the proposed City of Mobile Civic Center Parking Deck to be constructed within the Civic Center parking lot adjacent to Claiborne Street in Mobile, Alabama. After visiting the site, reviewing the conceptual drawings that were provided, and reviewing the results of previous soils explorations and geotechnical engineering evaluations performed near this proposed structure, we believe we have an understanding of the geotechnical engineering requirements for this project.

Although the exact building size and dimensions have not been determined at this time, we understand that the proposed structure will be a 6-level parking structure with an approximate 70,000 square ft footprint. It is anticipated that the dimensions will be approximately 300 ft by 240 ft. Approximate column loads will range between 1000 and 2500 kips.

Based upon our review of several previous soils explorations performed in the area, the soil conditions are somewhat variable. In general, the upper 15 to 25 ft of soils in the area are very loose sands. However, pockets of very soft clays and organic clay soils were encountered within this upper sand layer. Below the upper very loose sands and/or soft clays, firm to dense sands were generally encountered to about 90 ft below ground surface where stiff clay soils were encountered.

We propose to explore the subsurface soils at the project site by making soil test borings and performing physical laboratory soil mechanics tests on selected soil samples recovered from the boring operation. These soils explorations will be performed under the supervision of a licensed engineer with our firm. The exploration results will be evaluated, engineering analyses will be made, and our opinions and geotechnical engineering recommendations will be formulated for the project. More specifically, we plan to make recommendations for site preparation and for design and construction of building foundations utilizing deep foundations due to the upper loose sands/soft clays and the high column loads. Additionally, we plan to provide recommendations for floor slab construction and underground excavations.

A formal engineering report of our findings and recommendations will be prepared by the project engineer. This engineer will be available to perform a review of the final construction documents to verify that the intent of the final geotechnical report is incorporated into the final design. Our professional services for this project will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We propose to perform ten soil borings for this project. GET personnel will stake these borings in the field using the plans provided. The final locations will be determined using a submeter GPS unit.

The soil borings will extend to depths of about 100 ft below ground surface. Boring depths may be varied slightly during the field investigation phase of the project due to subsurface conditions. Boreholes will be advanced using the rotary wash method with a bentonite slurry drilling fluid circulated through the boreholes to stabilize the walls and bottoms and to transport soil cuttings to the ground surface. Boring operations will be conducted in general accordance with standard procedures for boring and sampling soils.

Standard penetration tests will be performed and split spoon soil samples will typically be collected continuously from the surface to a depth of 7.5 ft, at 2.5 ft intervals from 7.5 ft to 15 ft, and then at the standard 5 ft interval to the boring termination depths. This closer than the standard 5 ft sampling interval will better delineate the soil stratification and provide additional data for evaluation of the foundation soils. Within soft or medium consistency cohesive soils, undisturbed tube samples with be collected between, or in lieu of, standard penetration test samples. After allowing time for it to stabilize, ground water depths will be measured within the boreholes and then the boreholes will be backfilled with soil cuttings.

The standard penetration test soil samples will be field logged, retained in moisture-tight plastic bags, and, along with the sealed tube samples, transported to the laboratory for additional visual examination and for laboratory testing. Logs of Boring will be prepared for these soil test borings.

We plan to perform physical laboratory soil mechanics tests on selected soil samples recovered from the borings. The number and types of these tests will depend on the apparent types and conditions of soils encountered by the borings. We anticipate that these laboratory tests may include moisture content, Atterberg limits, grain size analysis, shear strength, and dry unit weight. These tests will be performed in general accordance with the applicable laboratory testing standards.

Our fee for the geotechnical design phase of this project is $34,500.00. This fee will be separated into three categories and invoicing will be based upon a percent of each phase completed at the end of each month.

Field Exploration Services:	Lump Sum = $20,000.00
Laboratory Testing Services:	Lump Sum = $4000.00
Engineering Evaluations & Reporting:	Lump Sum = $10,500.00

After project plans have been significantly completed, an estimate for construction phase testing services can be provided.

Geotechnical Engineering-Testing, Inc. appreciates this opportunity to provide engineering services to the City of Mobile. Should questions arise regarding this proposal or if we have misinterpreted your request or the information provided, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project. We thank you very much for your consideration of our firm.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 2/27/2023



Alabama Secretary of State

Geotechnical Engineering Testing, Inc.	
Entity ID Number	000 - 033 - 894
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/27/1974
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	DOYLE, LYNN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DOYLE, SARAH
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KARRH, JOHN BARNARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

E-Verify

Company ID Number: 296114

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Geotechnical Engineering Testing, Inc.

Company Facility Address: 804 Butler Drive
Mobile, AL 36693

Company Alternate Address:

County or Parish: MOBILE

Employer Identification Number: 630864448

North American Industry Classification Systems Code: 541

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

E-Verify

Company ID Number: 298114

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Geotechnical Engineering Testing, Inc.

Doyle B Clayton Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

E-Verify

Company ID Number: 298114

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrators for your Company on policy questions or operational problems:

Name:	Hank Oakes		
Telephone Number:	(251) 666 - 7197 ext. 12	Fax Number:	(251) 666 - 7380
E-mail Address:	hoakes@geoengr.com		
Name:	Doyle B Clayton		
Telephone Number:	(251) 666 - 7197 ext. 20	Fax Number:	(251) 666 - 7380
E-mail Address:	cbdoyle@geoengr.com		
Name:	Jane Harmon		
Telephone Number:	(251) 666 - 7197 ext. 21	Fax Number:	(251) 666 - 7380
E-mail Address:	jharmon@geoengr.com		

GEOTENG-01 KHAYWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2023

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

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

PRODUCER The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Axis Specialty Ins. Co. — 15610 INSURER B : Sentry Insurance — 24988 INSURER C : The Sheffield Group INSURER D : CNA Insurance Company INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EMP1900102504	5/22/2022	5/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2022	5/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054903	5/22/2022	5/22/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		X	41359-00	1/1/2023	12/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			MCH591949859	5/22/2022	5/22/2023	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102504	5/22/2022	5/22/2023	Each claim $1M Aggre	2,000,000

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

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

Re: Project #CC-085B-22, Mobile Civic Center Parking Facility Design Phase Geotechnical Services, 401 Civic Center Drive, Mobile, Alabama 36602.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions.. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds SEE ATTACHED ACORD 101

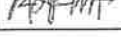
CERTIFICATE HOLDER

City of Mobile
205 Government Street
P. O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of the premium charged, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

AGENCY CUSTOMER ID: GEOTENG-01 KHAYWARD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Prewitt Group		Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Workers Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

ACORD 101 (2008/01)

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AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One-year contract, renewable for two addl one-year periods, w/o further Council action with Medical Disposal Systems, for medical waste disposal services for Mobile Fire Rescue Dept./Animal Shelter.

General fund/EMS

Amount of Contract:

Approx $13,000.00 per year

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Med Waste	Cover Memo	3/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	4/3/2023 - 5:21 AM
Legal	Kern, Chris	Approved	4/4/2023 - 1:55 PM
			4/4/2023 - 1:55

Legal	Kern, Chris	Approved	4/6/2023 - 2:35 PM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Medical Disposal Systems, to provide medical waste disposal services for the Mobile Fire Rescue Department and Animal Shelter, for one year, renewable annually without further approval required by Council, for up to a total of three years, in an amount as needed for approximately $13,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, MEDICAL DISPOSAL SYSTEMS (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein for disposal service for blood contaminated medical products, supplies and sharps.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:
PO BOX 161417
ALTAMONTE SPRINGS, FL 32716

ARTICLE 14. Compliance with Alabama Immigration Law

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Pamela Thompson, Its Manager (title)

On behalf of Medical Disposal Systems

3/30/23 Date

State of Alabama

Mobile County

I, Kayle Morrison, a Notary public in and for said County, in said State, hereby certify that Pamela Thompson, whose name as Manager of Medical Disposal Systems a 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 said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager (corporate title) as aforesaid. Given under my hand this the 30 day of March, 2023.

Kayle Morrison

Notary Public

My Commission expires on: 02/10/2027

CITY,

_____ _____

Its Mayor Date

ATTEST:

_____ _____

City Clerk Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 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:
03/06/2023	5784	Fire	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, MARCH 24, 2023

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Disposal Service for Blood Contaminated Medical Products, Supplies, and Sharps Vendor shall be responsible to pick up and dispose of all blood contaminated materials and sharps from the City of Mobile as per applicable rules and laws. Vendor shall provide the necessary containers for the transport of blood contaminated materials and sharps from the City of Mobile. The City of Mobile generates approximately 288 32-gallon containers of blood contaminated waste per year on the average. At the start of the service, vendor shall provide a minimum of five (5) 32-gallon reusable red containers with 3 ml red bag liners installed at each of the approved pick-up locations for the packaging of blood contaminated materials and sharps to eleven (11) locations. The number of locations may be increased or decreased as necessary. Vendor must sterilize all containers after each use with the chemical Disinfectant Super HDQ, Neutral by Spartan Chemicals or equal product. Vendor shall replace filled containers with empty containers on a one-for-one basis. All containers of waste will be removed from the Department facilities.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number 228-217-7002

Email Address pam@refuseorgmt.com

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within 3 days of receipt of P.O.

Firm Name Medium Disposal Systems

Signature Pamela Thompson

Type or Print Name Pamela Thompson

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 shall make pickups every two (2) weeks at each of the locations below.

The following locations will be the initial pick up points for containers of Blood Contaminated Medical Products.

1.	Station 01	6801 Overlook Road
2.	Station 03	701 Saint Francis
3.	Station 06	2525 Hillcrest Road
4.	Station 07	5525 Commerce Blvd. E
5.	Station 12	200 Davenport Avenue
6.	Station 14	2062 Dr. Martin Luther King Jr. Dr
7.	Station 16	1951 Maryvale Street
8.	Station 22	4710 Airport Boulevard
9.	Station 23	2711 Airport Boulevard
10.	Station 26	8080 Airport Boulevard
11.	Station 28	7050 Old Military Road

All containers of Blood Contaminated Medical Products, Supplies, and Sharps will initially be picked up front the above locations.

If required by the City of Mobile additional pickups will be made. Additional pickups will need to be authorized beforehand by the City of Mobile.

Vendor is to supply a Certificate of Destruction, verifying disposal to the Department. Vendor shall provide Certification of Certified Hazardous Waste Specialist on staff.

Vendor shall provide to City all Licenses, DOT, EPA, ADEM, ETC., showing vendor is licensed to handle and dispose of Blood Contaminated Medical Products, Supplies and Sharps.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By Pamela Thomp

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

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

The successful Vendor will be required to provide a Certificate of Insurance with the below requirements as listing the City of Mobile as additional insured.

Vendor Shall Have in General:

$ 2,000,000.00 Product Liability
$ 1,000,000.00 General Liability
$ 1,000,000.00 Aggregate Insurance

Complete Insurance Requirements may be viewed at **cityofmobile.org/bids** at the electronic online version of this bid.

Vendor shall provide a single bill per month showing the dates, locations of service, quantities picked up from each location, as well as, documentation of the pickups.

The bill and supporting documentation will be sent to the City of Mobile Accounting Department. Bills sent to pick up locations; Fire Stations, Fire Headquarters or Location other than the designated location will not be processed. Attempted collection by Vendor of mis-sent past due bills by Collection Agency will not be considered.

City of Mobile will not pay for "Dry" Runs to a location where there is no pickup or if Vendor has to return for a second time as there are no City employees at location when Vendor attempted a pick up.

Due to the Nature of Municipal Fire-Service, there is not always someone at a Fire Station. Crews must respond to calls, leaving the Station unattended.

If station is not occupied at time of attempted pick up, Vendor will need to return at later time to make pick up. City will not pay for a trip to a station where waste is not picked up.

NOTE: City will not wait two (2) weeks for a return visit if the above occurs.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medium Disposal Systems

By Chele Shore

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

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

If necessary, City can arrange to have the waste pickup truck met if Fire Station is unoccupied for an extended period day by day.
Vendor shall bid price per container to include in the price per container, cost of container, cost of pick up/transport and disposal of blood contaminated products. City of Mobile will not add after the fact any additional fees or charges to include fuel surcharge, transportation, disposal, etc. The price shall be the same per container for all containers at all locations for the term of the contract. There shall be neither variance of the price nor addition of fuel surcharges, etc...

Due to ongoing Fire Station renovation and repairs, some stations may be closed for extended periods of time. The City will notify the drivers of the pending close of a station. The city will not pay for dry runs at closed fire stations. There may, however, be circumstances where notification is not possible due to emergency closures, water leaks, heating and cooling failures, storm or building failures or even a fire—(yes firehouses do have fires).

Vendor will be responsible to pick up unused containers at conclusion/end of contract. City will not allow subcontracting of the pick up of medical waste.

The City of Mobile Animal Shelter will also be included in this Contract. They have one (1) Location; will also require two (2) week pickups unless changed by the City of Mobile in writing by letter.

City of Mobile Business License will be required of a successful vendor.

The same price per container shall pertain to all locations.

Price per container picked up and disposed: $45 per container

Size of container to be provided: 32 gallon containers

Product used to disinfect reusable containers: Zep Anti Bacterial disfectant & Cleaner - Hospital Grade Germicidal Cleaner & deodorant.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By Paula Morgan

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

BID CONTINUATION SHEET

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

Description of containers to be provided for transport of Blood Contaminated items:

Leak & Puncture Resistant, OSHA & DOT Required test, 2 sided handles, fire Resistant

SAMPLE of this contract that will need to be signed as part of the award of this bid may be viewed at cityofmobile.org/bids; look up this bid number. **This sample does not have to be signed or returned as part of your bid response.**

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By [signature]

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

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

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be firm for one (1) year following the approval of Contract by the City of Mobile. At the option of the City, the award of this bid may be extended for two (2) additional one (1) year periods.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By [signature]

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

VENDOR SHALL PROVIDE WITH THEIR BID THE FOLLOWING:

1. Registration with the Alabama Secretary of State to do business in the State of Alabama.

   State of Alabama Entity Number 000.322-401

   ✓ Attach copy of Entity Registration Certification

2. Permitted with Alabama Department of Environment Management as a ADEM Medical Waste Transporter

   Provide copy of Face page of permit showing date issued and date of expiration.

3. Registration with E-Verify Program

   Registration Number 935065

   Attach copy of Registration showing number and vendor name.

4. Letter from Insurance Carrier that Bidder can get the Insurance as required by attached copy of Contract. Copy of COI Attached

5. Copy of City of Mobile Business License or most recent. If expired, vendor will need to provide a new active license prior to award of this bid.

6. If waste is being destroyed/disposed of in the State of Alabama, provide the name of the vendor and location. Provide copy of their permit to destroy/dispose of the Medical Waste.

7. If transporter is out of the state of Alabama, state the name and location of where the transported Medical Waste will be destroyed or disposed of.

8. Provide Name and Certification of Certified Hazardous Waste Specialists or Staff

If Bidder fails to provide with the bid the required forms or certificates, the bid will be rejected.

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2023

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

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

PRODUCER	CONTACT NAME: Wendy Tyree	
LassiterWare, LLC 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: wendyt@lassiterware.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Homeland Insurance Company of New York	34452
INSURER B :	Atlantic Specialty Insurance Company	27154
INSURER C :	QBE Insurance Corporation	39217
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Medical Disposal Systems, Inc.
P.O. Box 161417
Altamonte Springs FL 32716

COVERAGES **CERTIFICATE NUMBER:** 22-23 Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			7930104180002	08/04/2022	08/04/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7930104170002	08/04/2022	08/04/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	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		QWC3001330	10/24/2022	10/24/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability (Claims-Made) Limits Included with General Liability			7930104180002	08/04/2022	08/04/2023	Each Claim Aggregate	$1,000,000 $2,000,000

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

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AB 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia Marie Schmaltz

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EXHIBIT C

Alabama Secretary of State

Medical Disposal Systems, Inc	
Entity ID Number	000 - 322 - 401
Entity Type	Foreign Corporation
Principal Address	3941 BRYN MAWR STREET ORLANDO, FL 32808
Principal Mailing Address	PO BOX 161417 ALTAMONTE SPRINGS, FL 32716
Status	Exists
Place of Formation	Florida
Formation Date	05/30/1989
Qualify Date	11/21/2014
Registered Agent Name	MORRIS, RON
Registered Office Street Address	712 OAK CIRCLE DR WEST STE B2 MOBILE, AL 36609
Registered Office Mailing Address	712 OAK CIRCLE DR WEST STE B2 MOBILE, AL 36609
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	11/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/21/2014 Certificate of Formation 8 pgs.

Browse Results New Search

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

MEDICAL DISPOSAL SYSTEMS T02
3941 BRYN MAWR ST
FL 32808

YEAR	LICENSE NO
2023	101095

ISSUED	EXPIRES
2/27/2023	12/31/2023

621399 HEALTH AND/OR ALLIED SERVICES

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

MEDICAL DISPOSAL SYSTEMS T02
P O BOX 161417
ALTAMONTE SPRINGS FL 32716

ADEM

ALABAMA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

MEDICAL WASTE TRANSPORTER PERMIT

PERMITTEE:	**Medical Disposal Systems, Inc.**
FACILITY NAME:	**Medical Disposal Systems, Inc.**
FACILITY LOCATION:	3941 Bryn Mawr Street Orlando, Florida 32808
PERMIT NUMBER:	TRN 050813-FL10
WASTES APPROVED FOR TRANSPORT:	All medical waste defined in Rule 335-17-1-.02 of the ADEM Administrative Code.

TRANSPORTATION MODE: Highway

In accordance with and subject to the provisions of the Solid Wastes and Recyclable Materials Management Act, as amended, Code of Alabama 1975, §§22-27-1 to §§22-27-27, the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject to the conditions set forth in this permit, the Permittee is hereby authorized to transport the above-described medical wastes by the above-described transportation mode within the State of Alabama.

ISSUANCE DATE:	**September 2, 2022**
EFFECTIVE DATE:	**September 2, 2022**
EXPIRATION DATE:	**September 2, 2025**

Alabama Department of Environmental Management

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

48-64-1405564

48-BID-6011858

Biomedical Waste - Treatment

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Overland Holding Corporation
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Overland Holding Corporation

Original Customer: Medical Disposal Systems Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

48-64-1405564

48-BID-6011858

Biomedical Waste - Treatment

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Overland Holding Corporation
3941 Bryn Mawr Street
Orlando, FL 32808

County: Orange
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Overland Holding Corporation

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Registration

48-64-01851
Reg No: 7032

48-BID-6011834

Transporter Number of Trucks: 3

Biomedical Waste - Transporter

Issued To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $220.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Mail To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

Original Customer: Medical Disposal System/Transport (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Registration

48-64-01851
Reg No: 7032

48-BID-6011834

Biomedical Waste - Transporter

Issued To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $220.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Mail To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

48-64-01790

48-BID-6011849

Biomedical Waste - Storage

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

Original Customer: Medical Disposal Systems Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

48-64-01790

48-BID-6011849

Biomedical Waste - Storage

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

March 23, 2023

City of Mobile
Purchasing Department
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

MDS is a biomedical waste transport and disposal company for medical waste generators. Medical Disposal Systems is a company created from the ground up to be exceptionally responsive to our customers. Decisions are made locally, are made quickly, and are implemented thoroughly. We have the resources and the flexibility to get the job done, no matter what it takes. **In short, we answer our phones, respond to our customers and we do what we promise.**

Pamela Thompson will be your primary contact, along with our professional drivers:

Albert Soto
Jeff Dubuisson
David Clark
Brandon Watson

All have been properly trained in the handling of Bio-Medical Waste.

" Helping to Protect the Environment"

Pam Thompson
Medical Disposal Systems
228-217-7002 Cell
888-MDS-1233 Phone
407-862-1887 Fax

www.medicaldisposalsystems.com

EXHIBIT D

E-Verify

Company ID Number: 468942 Client Company ID Number: 835065

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Medical Disposal Systems
Company Facility Address	3841 Bryn Mawr St Orlando, FL 32808
Company Alternate Address	P. O. Box 161417 Altamonte Springs, FL 16417
County or Parish	MARION
Employer Identification Number	592957618
North American Industry Classification Systems Code	813
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To replace the expansion joint in the Exhibit Hall at the Arthur R. Outlaw Convention Center

Amount of Contract:

$57,977.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Exhibit Hall Expansion Joint Replacement CN-023-23	**Discretionary Funds**
Project String C0803 CONV CTR-EXPANSION JOINT REPLACEMEN (20002000-48010)	**Contract Number:**4399
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-023-23 Arthur R. Outlaw Convention Center - Exhibit Hall Expansion Joint Replacement	Cover Memo	4/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/4/2023 - 5:16 PM
Capital	Hollins, Tiffany	Approved	4/5/2023 - 12:23 PM
Legal	Kern, Chris	Approved	4/6/2023 - 11:47 AM

Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:34 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	ROB'T J. BAGGETT, INC.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – EXHIBIT HALL EXPANSION JOINT REPLACEMENT
Project Number:	CN-023-23
Amount:	$57,977.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0803 – CONV CTR-EXPANSION JOINT REPLACEMEN

CAPITAL PROJECT #: C0803 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-023-23

CONTRACT AMOUNT: $57,977.00

PROJECT DESCRIPTION: TO REPLACE THE EXPANSION JOINT IN THE EXHIBIT HALL AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER ST.).

VENDOR NAME: ROB'T J. BAGGETT, INC.

VENDOR NUMBER: 20370

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 4/03/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

City of Mobile Business License Number: 036051
Secretary of State Registration Number: 000-042-744

for the following Project:
(Name, location and detailed description)

Arthur R. Outlaw Convention Center
Exhibit Hall Expansion Joint Replacement
1 South Water Street
Mobile, Alabama 36602
CN-023-23

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (895633528)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Init. /

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty-Seven Thousand Nine Hundred Seventy-Seven and 00/100 Dollars ($57,977.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$52,875.00
Additive Alternate #1:	$ 5,102.00
Total Contract Sum:	$57,977.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Expansion Joint Cover over existing wall joint	$ 5,102.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table deleted)
Contingency Allowance: **N/A**

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
		$

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

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User Notes: (895633528)

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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User Notes: (895633528)

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA

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User Notes:
(895633528)

COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rob't J. Baggett, Inc. has completed the contract CN-023-23 for the Arthur R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.1.1 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (fill in address). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Director of Real Estate Asset Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Charles D. Dicks, Jr., President
Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

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C. Bodily Injury by Disease $1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,

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C. Bodily Injury and Property damage — $1,000,000 combined single limit

.8 Umbrella/Excess Liability: — $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten <10> days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
EJ1.0	Expansion Joint Plan and Details	January 24, 2023

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	February 2, 2023
Section 01230	Alternative Bid Items	February 2, 2023
Section 01330	Submittal Procedures	February 2, 2023
Section 01600	Materials and Equipment	February 2, 2023
Section 01635	Substitution Procedures	February 2, 2023
Section 01731	Cutting and Patching	February 2, 2023
Section 01770	Close Out Procedures	February 2, 2023

.5 Addenda, if any:

Number	Date
Addendum #1	February 6, 2023
Addendum #2	March 1, 2023
Addendum #3	March 6, 2023

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraphs deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders – AIA Documents A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	DBE Subcontracting & Major Supplier Plan
	Accounting of Sales Tax Form C-3A
Section 00500	Standard form Agreement Between Owner and Contractor- AIA Document A101
Section 00600	Bid Bond AIA A310-2010
	E-Verify Documentation
	Certificate of Substantial Completion – AIA G704
	Contractor's Affidavit of Payment of Debts and Claims – AIA G706
	Contractor's Affidavit of Release of Liens -AIA G706A
	Consent of Surety to Final Payment -AIA G707
Section 00700	General Conditions of the Contract for Construction – AIA Document A201 (w/Owner's Modifications)

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

9.2.8 **Breach of Contract.** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, **or fails to** adequately perform the services required hereunder within the time limits specified herein, shall be a material breach of this CONTRACT. In the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the CITY may:

a. afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
b. discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
c. offset those monies disallowed pursuant to the above, against any monies billed by the CONTRACTOR but yet unpaid by the CITY.

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Legal Name of Party to Contract:
Contractor: Rob't J. Baggett, Inc.

CONTRACTOR *(By Signature)*

Charles D. Dicks, Jr., President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared CHARLES D. DICKS, JR. as PRESIDENT of ROB'T J. BAGGETT, INC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 28TH day of MARCH, 2023.

Kristina M. Nunnally

NOTARY PUBLIC
My Commission Expires: _____

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

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SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: CN-023-23
PROJECT NAME: Arthur R. Outlaw Convention Center- Expansion Joint Replacement
PROJECT LOCATION: 1 South Water Street
Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated February 2, 2023; and all Addendum (a) Number(s) 1, 2, 3, dated 2-6, 3-1, 3-6, 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: ROB'T J. BAGGETT, INC.
ADDRESS: 759 HOLCOMBE AVE. MOBILE, AL 36606 PHONE 251-473-3290

ALABAMA GENERAL CONTRACTOR LICENSE NO. 9777

CITY OF MOBILE BUSINESS LICENSE NO. 036051

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 204284

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. N/A

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Total Base Bid: $ 52,875 .00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Fifty Two Thousand Eight Hundred

Seventy Five Dollars, ($ 52,875.00)
(Amount in Words) (Amount in Figures)

Additive Alternate #1:

Five Thousand One Hundred Two Dollars & No Cents $ 5,102.00
Amount in Words Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). Bids shall be provided in whole dollar amount with no cents.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten

(10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: ROB'T J. BAGGETT, INC.
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: CHARLES D. DICKS, JR.
(Printed or Typed)

TITLE PRESIDENT (Printed or Typed) DATE MARCH 8, 2023

Sworn to and subscribed before me this 8TH day of MARCH 2023

Kristina M. Nunnally
Notary Public

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400[KC1]
SALES TAX FORM C-3A

To: City of Mobile

Date: 3-8-23

Name of Project: Arthur R. Outlaw Convention Center -Expansion Joint Replacement
Project Number: CN-023-23

SALES TAX ACCOUNTING

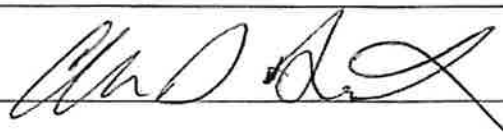
Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 1,678.00
ADD ALT. #1:	$ 131.00

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

Legal Name of Bidder ROB'T J. BAGGETT, INC.

Mailing Address 759 HOLCOMBE AVE., MOBILE, AL 36606

*By (Legal Signature) 

*Name (type or print) CHARLES D. DICKS, JR. (Seal)

*Title PRESIDENT

Telephone Number 251-473-3290

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE., MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	CN-023-23
Project Description	ARTHUR R. OUTLAW CONVENTION CENTER-EXPANSION JOINT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 146 Female 9 Minority 17 Non-minority _____ SDVO _____ Total #of Employees 155

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 3-8-23

Title: PRESIDENT

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

Name: BRYANT BAGGETT Title: PROJECT MANAGER

Email: BRYANT@RJBAGGETT.COM Phone: 251-473-3290, EXT 121

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 ROB'T J. BAGGETT, INC. Your Bid/Proposal Amount $ 52,875.00 Date: 3-8-23

3 / 8 / 2023 Description

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC. - BRYANT BAGGETT

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
M2 SOLUTIONS	251-423-33330	MATERIALS	9,020	17	YES	
IDS Sawcutting		SAWCUTTING	1,800	3.4	NO	
WHITE CAP		MATERIALS	12,687	23.9	NO	
CONCRETE RESTORATION		INSTALLATION	28,800	54.4	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@RJBAGGETT.COM

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

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

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

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

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

Section 2(B)

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

_____ 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

Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	$25,000
Capital Paid In	$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
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	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999

Rob't J. Baggett, Incorporated	
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

New Search

E-Verify

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

E-Verify

Company ID Number: 133278

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2023

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

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

PRODUCER
McGriff Insurance Services, LLC
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME: Martha Lee Hawkins / Ext 9406
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: mhawkins@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corp	
INSURER B : Liberty Insurance Corporation	42404
INSURER C : The First Liberty Insurance Corporation	33588
INSURER D : Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

INSURED
Rob't J. Baggett, Inc.
C & B Real Property, LLC
759 Holcombe Avenue
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER:** PYDUUD3L **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Limited Job Site Pollution X Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	TB5-Z51-291805-042	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Agg Lmt-All Proj/Loc	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-012	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	1000587178211	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC2-Z51-291805-022 Includes USL&H for AL, LA, MS	06/30/2022	06/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Arthur R. Outlaw Convention Center Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, AL 36602; Project #CN-023-23

City of Mobile is Additional Insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Umbrella Liability policies in favor of the City of Mobileas required per written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for 10 day non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
Architectuarl Engineering Department
P.O. ox 1827
Mobile, AL 35633-1827

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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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC	INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 03/28/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Combined Inland Marine
Carrier: Lloyds Syndicate
Policy Term: 6/30/22 to 6/30/23
Policy No.: MIS0682985C

Limits of Liability:
Scheduled/Owned Equipment - as per schedule on file w/company
$500,000 Leased/Rented/Borrowed from others - Boom overload/overweight coverage included
$500,000 Equipment while waterborne

Deductibles:
2% of Values, Minimum 2,500 / except Cranes, 5% of Values min. 5,000 / $1,000 on Misc. & Employees Tools, 72 hour waiting period on rental reimbursement

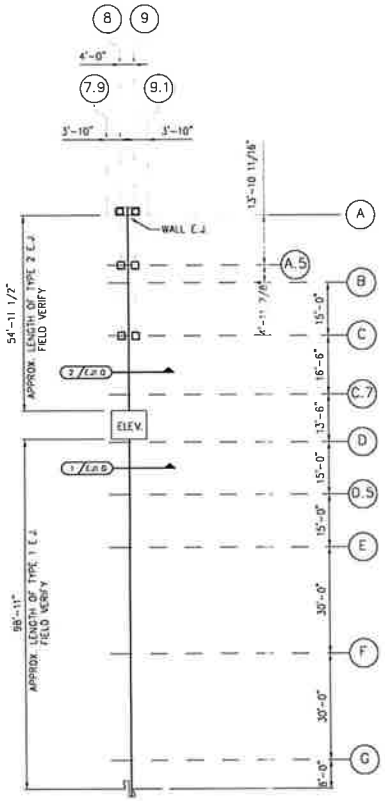
Installation:
$5,000,000 Any One Job
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

Deductibles:
$ 5,000 Per Occurrence Except
$25,000 Flood Minimum other than Named Storms
$25,000 Earthquake Minimum

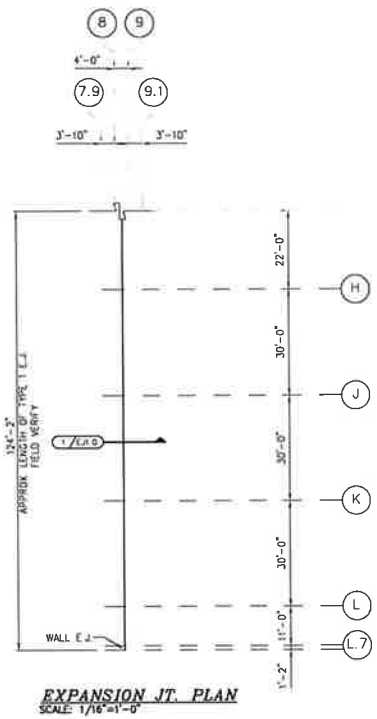
Cargo: $250,000 Any One Conveyance
Temp Storage in Transit: $250,000
Deductible: $2,500 Per Occurrence

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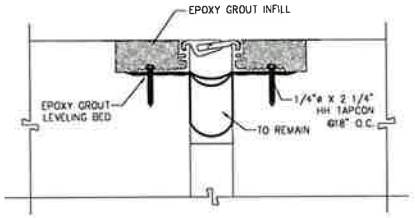
CERTIFICATE NUMBER: PYDUUD3L



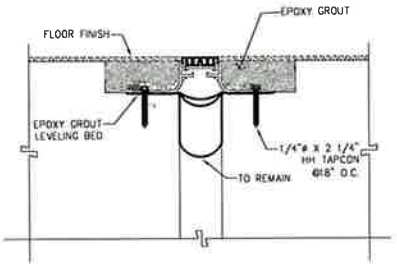
EXPANSION JT. PLAN
SCALE: 1/16"=1'-0"



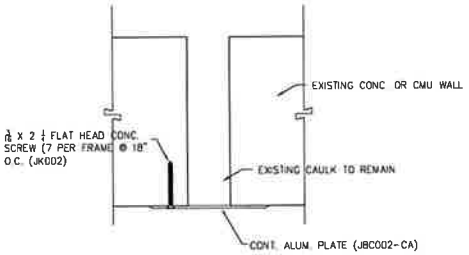
EXPANSION JT. PLAN
SCALE: 1/16"=1'-0"



NEW EXPANSION JOINT COVER
SECTION 1 EJ1.0
NOT TO SCALE



NEW EXPANSION JOINT COVER
SECTION 1 EJ1.0
NOT TO SCALE



NEW WALL EXPANSION JOINT COVER
DETAIL 3 EJ1.0
NOT TO SCALE

SCALE 1/16" = 1'-0"
16' 0 16 32 FT.

GENERAL NOTES:

PROJECT SCOPE:

THE PROJECT SHALL CONSIST OF THE REMOVAL, DISPOSAL, AND REPLACEMENT OF THE INTERIOR FLOOR EXPANSION JOINT COVER NOTED ON THE PLANS INCLUDED IN THIS WORK SHALL BE THE RESTORATION AND OR CORRECTION OF THE EXISTING SUBSTRATE PROFILE TO FIT THE NEW EXPANSION JOINT AN ADDITIVE ALTERNATE TO PROVIDE A COVER PLATE FOR TWO WALL JOINTS IS PART OF THE PROJECT.

PREPARATION: THE CONTRACTOR SHALL REMOVE THE EXISTING FLOOR EXPANSION JOINTS AND GROUT AS NECESSARY TO INSTALL THE NEW JOINTS. ALL WASTE SHALL BE COLLECTED AND DISPOSED OF OFFSITE. FOLLOWING THE REMOVAL EXISTING EXPANSION JOINT AND GROUT THE SUBSTRATE SHALL BE REPAIRED AS NECESSARY TO FIT THE NEW JOINTS. ONLY SOUND MATERIAL MAY BE LEFT IN PLACE. NEW FILLER OR BEDDING MATERIAL REQUIRED SHALL BE AN EPOXY GROUT.

MATERIALS:

1. EXPANSION JOINT #1 SHALL BE 101-A01-050 AS MANUFACTURED BY INPRO OR APPROVED EQUAL
2. EXPANSION JOINT #2 SHALL BE 733-A01-050 AS MANUFACTURED BY INPRO OR APPROVED EQUAL.
3. EPOXY GROUT SHALL BE PLANIGROUT 350 AS MANUFACTURED BY MAPEI OR APPROVED EQUAL.

ALTERNATE #1: INSTALL AN EXPANSION JOINT COVER OVER THE EXISTING WALL JOINTS. THE COVER SHALL BE MODEL NUMBER 801-A07-050 AS MANUFACTURED BY INPRO OR APPROVED EQUAL.

REVISION	DATE	DESCRIPTION
-	--	ISSUED FOR BID
0	01 23 2023	ISSUED FOR OWNER REVIEW

BARTER & ASSOCIATES, INC.
Structural Engineers
1614 GOVERNMENT STREET MOBILE, ALABAMA 36604-1102
PHONE (251)473-8354 FAX (251)473-8356

Regarding
Exhibit Hall Expansion Joints
Mobile Convention Center
City of Mobile Project: CV-021-23

SHEET TITLE:
EXPANSION JOINT PLAN AND DETAILS

SCALE: AS NOTED	DESIGNED BY: MSB	SHEET NO.
PROJECT NO: 22055	CHECKED BY: MSB	EJ1.0
PLOT SCALE:	FILE NO.:	

Addendum No. 1

To: Interested Bidders

From: Gregg Blaize
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center – Expansion Joint Replacement
Project # CN-023-23

Date: February 6, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

The Pre- Bid Conference originally Scheduled for February 20, 2023 has been **cancelled** due to Mardi Gras.

The new Pre-Bid Conference will be moved to Wednesday, February 22, 2023. *Section 8, Pre-Bid Conference shall now read:*

A. A Pre-Bid Conference **will now be held on February 22, 2023** at the Arthur R. Outlaw Convention Center, Exhibit Hall, 1 South Water Street, Mobile, Alabama, 36602 at 9:00 AM local time. The conference will include a walkthrough of the site location. Social distancing practices shall be observed, including wearing of face coverings/masks by all participants. A representative of the Bidder is encouraged to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Project Manager at 251-490-5534, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids

B. Minutes of this conference will be made as an Addendum for the project.

END OF ADDENDUM No. 1

MOBILE
ALABAMA

Addendum No. 2

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Gregg Blaize
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center- Exhibit Hall
Expansion Joint Replacement
Project # CN-023-23

Date: March 1, 2023

This Addendum forms a part of, and modifies, the Project Manual for the above referenced project, dated February 2, 2023. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Forms and Specifications: N/A

Drawings: N/A

RFI's:

Item 1. Question: Event coordinator stated at the Prebid we could maybe use his dumpsters, is this still an option?

Answer: Yes

Item 2. Question: Will we need to provide a portable toilet or can our crew use the restrooms in the facility?

Answer: Contractor may use facility restrooms however they will be responsible for maintaining a clean environment.

Item 3. Question: Will we be able to use power from the facility?

Answer: Yes

Item 4. Question: If we can do all the work ourselves, do we need to have 15% DBE participation?

Answer: Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" (Exhibit 1) with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE. Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

Contractors should contact the City of Mobile, Supplier Diversity Manger for assistance with DBE Subcontracting information and any questions regarding the DBE Compliance Forms contact: Archnique Kidd @ 251-208-7967 or Archnique.kidd@cityofmobile.org.

END OF ADDENDUM NO. 1

ARTHUR R. OUTLAW COVENTION CENTER
EXPANSION JOINT REPLACEMENT
CN-023-23
PRE-BID CONFERENCE

9:00 AM Artur R. Outlaw Convention Center
1 South Water Street

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Architect & Consultants, AE Project Manager.

3. Discussion of Scope of Work.
   a. The Scope of Work (base bid) for the Project shall be as follows:
      Removal, disposal and replacement of the interior floor expansion joint cover noted on the plans. Included in this Work shall be the restoration and or correction of the existing substrate profile to fit the new expansion joint. An additive alternate to provide a cover plate for two wall joints is also part of the Project.

      PREPARATION: Contractor shall remove the existing floor expansion joints and grout as necessary to install the new joints. All waste shall be collected and disposed of offsite. Following the removal of existing expansion joint and grout, the substrate shall be repaired as necessary to fit the new joints. Only sound material may be left in place. New filler or bedding material requires shall be an epoxy grout.

      MATERIALS:
      Expansion Joint #1 shall be 101-A01-050 as manufactured by INPRO or Approved Equal.
      Expansion Joint #2 shall be 733-A01-050 as manufactured by INPRO or Approved Equal.
      Epoxy Grout shall be PLANIGROUT 350 as manufactured by MAPEI or Approved Equal.

      ALTERNATE #1: Install an expansion joint cover over the existing wall joints. The Cover shall be model number 801-A07-050 as manufactured by INPRO or Approved Equal

4. There is NO Contingency Allowance.

5. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.

6. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.

7. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.

8. Contractor shall have access to the site Monday through Friday, 7:30 am until 5:00 pm unless approved differently by Project Manager.

9. Contractor shall keep an exceptionally clean site. All Construction and lay down area must be protected from public.

10. Remove waste, spoils, surplus materials and rubbish from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.

11. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Gregg Blaize at gregg.blaize@cityofmobile.org.

12. Cut off time for submission of RFIs is by 3:00 pm 5 days before the bid opening date. All requests are to be submitted via e-mail to Gregg Blaize.

13. Cut off time for substitution requests is by 3:00 pm 5 days before the bid opening date. All requests are to be submitted via e-mail to Gregg Blaize.

14. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.

15. Arrangements for an additional site inspection can be made by contacting Brandt Wilhelm, Regional Director of Operations for the Arthur R. Outlaw Convention Center at 251.208.2127 or Gregg Blaize at 251.490.5534.

16. Special Instructions or conditions.

    a. Equal Opportunity:

        i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
        ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
        iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.

iv. Contractors are required to submit a "DBE Utilization Report" with every Pay Application.
v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

17. Bidding instructions, forms, special requirements and time.
    a. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 8th day of March 2023.
        i. Bids can be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9th floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person shall insert Sealed Bid in the receptacle marked "CITY of MOBILE BIDS" at City Clerk's office, located on the 9th Floor South Tower, Government Plaza, Mobile, Alabama 36602, for pickup by the City Clerk, no later than 2:00 PM local time.
    b. All Bids not clocked in by the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    d. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
18. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attachment).
19. Payment requirements.
    a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.

b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

20. Leave Exhibit Hall

21. Adjourn.

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	Arthur R. Outlaw Convention Center Exhibit Hall Expansion Joint Replacement	Arthur R Outlaw Convention Center - Exhibit Hall	Wednesday, February 22, 2023
	CN-023-23		

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Gregg Blaize	COM	251-208-1083	251-208-5871	251-490-5534	gregg.blaize@cityofmobile.org
Bryant Baggett	RJ Baggett	251-473-3290		404-8330	bryant@rjbaggett.com
TAYLOR TURNER	KETOM CO. INC.	470-526-8508			TAYLORT2SPSATL.com

MOBILE
ALABAMA

Addendum No. 3

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Gregg Blaize
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center- Exhibit Hall
Expansion Joint Replacement
Project # CN-023-23

Date: March 6, 2023

This Addendum forms a part of, and modifies, the Project Manual for the above referenced project, dated February 2, 2023. Acknowledge the receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Forms and Specifications: General Notes on the drawing, under Materials, Items and 1 and 2 should read as follows:

1. Expansion Joint #2 Shall be Model 733-AOI-050 as Manufactured by Inpro or approved equal.
2. Expansion Joint #1 Shall be Model 101-A01-050 as Manufactured by Inpro or approved equal.

The sections 1 and 2 depict the proper joints. Notes 1 and 2 were reversed. Model 733 is the heavier expansion joint cover meant for the traffic area and is illustrated in Section 1. Model 101 is for the area between the elevator and the exterior wall.

The following products may be considered equals when compared to the products specified:

Inpro 733-A01-050 = MM DIH-200
Inpro 101-A01-050 = MM FS-200-12H
Inpro 811-A07-05o = MM EX-K2

Drawings: N/A

RFI's: N/A

END OF ADDENDUM NO. 3

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 3:25 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Comfort Transport, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 11, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Comfort Transport, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jacqueline E. Drew individually or on behalf of Comfort Transport, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Comfort Transport, LLC

Business Address: 2029 B Airport Blvd #175 Mobile, AL 36606

Telephone: 251-402-8102 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 5/15/63 SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code 5

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 59 Months: 0

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttle, limousine, carriage, charter or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Department to review the application and the information provided therein. The Police Department shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Police Department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
Jacqueline EDraw			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Mon-Fri 7am-6pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Jacqueline E. Drew
Applicant's Signature

NAME OF ENTITY:

Comfort Transport, LLC

By: Jacqueline E. Drew
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
17 **DAY OF** March, **2023**

Katelyne Byrd
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
KATELYNE BYRD
My Commission Expires
December 5, 2026

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Jacqueline E. Drew

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'07

Weight: 258

Hair Color: BLK

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Jacqueline E. Drew
Signature

3/17/23
Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: _____

Date of Birth: _____ Security #: _____

Present Address _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

_____

Give nature of all transactions or acts giving rise to these judgements.

_____

Give name and location of court in which judgements were entered and date entered.

_____

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

_____ _____
Signature Date Signed

Personal Data Report

General Descriptors

Name:	DREW, JACQUELINE E		
Address:		**Nick Name:**	
Phone:			
Race:	BLACK	**DOB:**	5/15/1963
Sex:	F	**Age:**	59
Weight:	258	**Eyes:**	BROWN
Height:	5'07"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** CDL A	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY:
DATE: 3/16/2023

see Pg 2

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

Person Information							
Last Name	First Name	Middle Name	Sufx	Ssn			Pid
ROBINSON	JACQUELINE	EUNICE					
	Sex	Race	Dob	Height	Weight	Hair	Eyes
	F	B	05151963	5-7	172	BK	BR

Records Check Arrest List

Paper No	Arrest Date	Offense Desc	Paper Type
193100142601	10-08-1993	CRIM MISCHIEF 3RD	Complaint
193100142601	10-08-1993	HARASSMENT	Complaint
189100174202	10-06-1989	COCAINE POSSESS	
188110555801	10-06-1989	ALIAS/BENCH WARR ARR	
189040469201	10-06-1989	ALIAS/BENCH WARR ARR	
186020394401	04-27-1988	ALIAS/BENCH WARR ARR	
186100095601	11-18-1986	ALIAS/BENCH WARR ARR	
183030673701	11-01-1984	ILLEGAL USE CRED CRD	
182110549702	11-18-1982	ATTEMPTED SHOPLIFT	

This is an official document and any person making unauthorized alterations will be prosecuted

Tampering with this document is a felony offense -- P.D. 31 (Rev. 6/99)

Checked by Theresa Christie Date 3/16/2023

Title Records

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD

CHECKED BY: [signature]
DATE: 3/16/2023

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Willie Mae Smith

Amount of Contract:

n/a

Effective Date of Contract:

4/18/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - W Smith

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - W Smith	Resolution Letter	4/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/4/2023 - 1:48 PM
			4/4/2023 - 1:49

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:37 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Willie Mae Smith, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D004\P005\00115220.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/9/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/9/2023 - 3:21 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4570, 4580, and 4590 Shipyard Road
(West side of Shipyard Road, 413' ± north of Higgins Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 18th day of April, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4570, 4580, and 4590 Shipyard Road (west side of Shipyard Road, 413' ± north of Higgins Road) from B-3, Community Business District, and B-5, Office Distribution District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, CREEKLINE. NINTH ADDITION, AS RECORDED IN MOP BOOK 83, PAGE 105 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOTS 2, CREEKLINE, ELEVENTH ADDITION, AS RECORDED IN MAP BOOK 93, PAGE 76, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOT A, RESUBDIVISION OF LOTS 3 AND 4 CREEKLINE ELEVENTH ADDITION AS RECORDED IN INSTRUMENT NO.20200053952 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967,

commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-5, Office-Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office-Distribution District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and 2) 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 ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of April, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of March, 203 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **4570, 4580, and 4590 Shipyard Road** (West side of Shipyard Road, 413'± North of Higgins Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, CREEKLINE. NINTH ADDITION, AS RECORDED IN MOP BOOK 83, PAGE 105 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOTS 2, CREEKLINE, ELEVENTH ADDITION, AS RECORDED IN MAP BOOK 93, PAGE 76, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

TOGETHER WITH:
LOT A, RESUBDIVISION OF LOTS 3 AND 4 CREEKLINE ELEVENTH ADDITION AS RECORDED IN INSTRUMENT NO.20200053952 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-5, Office-Distribution District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office-Distribution District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and 2) 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

Ford Engineering Services, PLLC (Joel Ford, Agent)
4570, 4580, and 4590 Shipyard Road
West side of Shipyard Road, 413'± North of Higgins Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 4, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of February 15, 2023 considered the request of **Ford Engineering Services, PLLC (Joel Ford, Agent)** for a change in zoning from **B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District** for the property located at **4570, 4580, and 4590 Shipyard Road** (West side of Shipyard Road, 413'± North of Higgins Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and 2) 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 22, 2023

Joel Ford
Ford Engineering Services, PLLC
2010 Oak Grove Road
Building 4, Suite 1
Hattiesburg, Mississippi 39402

Re: **4570, 4580, and 4590 Shipyard Road**
(West side of Shipyard Road, 413'± North of Higgins Road).
Council District 4
ZON-002342-2022 (Rezoning)
Ford Engineering Services, PLLC (Joel Ford, Agent)
Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following condition prevails to support the rezoning request:

a) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $297.92. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **4570, 4580, and 4590 Shipyard Road**
(West side of Shipyard Road, 413'± North of Higgins Road).
Council District 4
ZON-002342-2022 (Rezoning)
Ford Engineering Services, PLLC (Joel Ford, Agent)
Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

ZON-00234-2022

CONTACT SHEET

ENGINEER

Joel Ford

Ford Engineering Services, PLLC

2010 Oak Grove Road

Building 4, Suite 1

Hattiesburg, MS 39402

Phone: 601-408-7829

Email: joel@fordengr.com

OWNER

Rocky Thornton

3T'S Trucking Container Division

3959 Highway 29

New Augusta, MS 39462

Phone: 601-964-7010

Email: rocky@3tstrucking.com

11/9/23

ZON-00234-2022

APPLICATION NARRATIVE

This application is being made to change the zoning of a parcel owned by 3T'S Trucking Container Division, LLC, from B-3 to B-5. The owner currently owns four adjacent parcels located at 4580 Shipyard Road. The four properties have property identification numbers R023306234000064.005, R023306234000064.006, R023306234000064.000, and R023306234000064.003. The owner currently operates a storage container facility on the two northernmost parcels (R023306234000064.005 and R023306234000064.006). The owner recently purchased the two southernmost parcels (R023306234000064.000 and R023306234000064.003) and intends on expanding the container storage facility onto those two parcels. The three northernmost parcels are currently zoned B-5. The request is being made to change the zoning on the southernmost parcel (R023306234000064.003) from B-3 to B-5 such that all properties have the same zoning.

'23JAN9 12:25PM

1/9/23

ZON-002342-2022





SITE VICINITY MAP

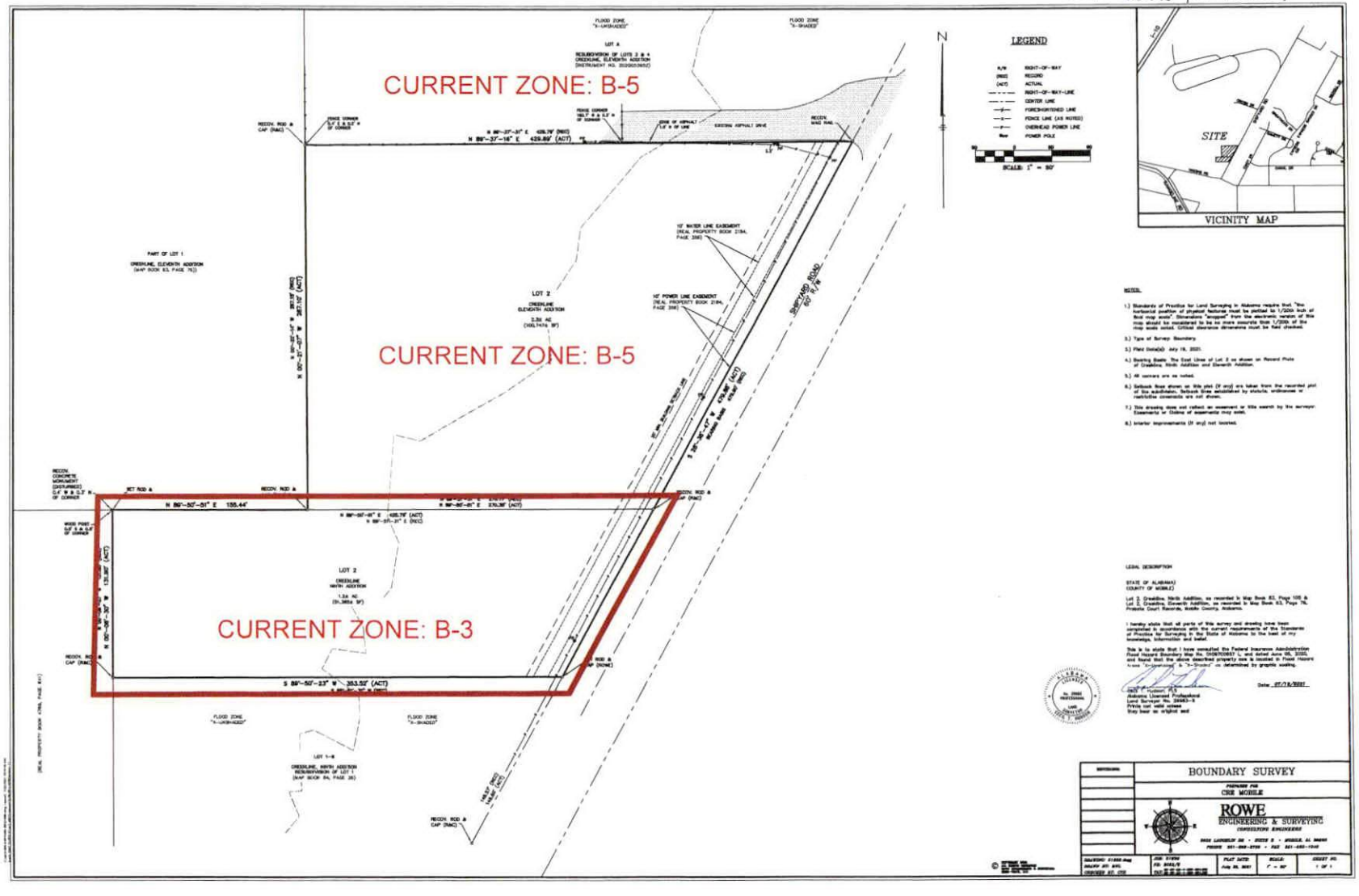
GRAPHIC SCALE

1 INCH = 50 FEET

DRAWING DISCLAIMER	DRAWING REVISIONS NO. / DATE / DESCRIPTION	PREPARED FOR: 3T'S TRUCKING CONTAINER DIVISION	PROJECT: NEW TRUCKING CONTAINER STORAGE FACILITY, SHIPYARD ROAD, MOBILE, ALABAMA	FORD ENGINEERING SERVICES, PLLC. PLANNING | DESIGN | MANAGEMENT	DRAFT FOR REVIEW ONLY	DRAWING NAME: OVERALL FACILITY SITE PLAN	DRAWN BY: JSF; CHECKED BY: JSF; SCALE: 1" = 50'; DATE: DRAWING NO: 1

1/9/23

ZON-003342-2022



1/9/23

SEAPAC INC
PO BOX 2177
TUSCLOOSA, AL 35403

MIHAI C. IOA & DOINA BORLOVAN
4490 HIGGINS RD
MOBILE, AL 36619-8932

CYPRESS DRIVE PARTNERS LLC
118 N ROYAL ST STE 701
MOBILE, AL 36602-3600

CREEKLINE INC
PO BOX 1312
MOBILE, AL 36633-1312

BONNIE L BLOCKER
9966 WOODIE LN
IRVINGTON, AL 36544-3144

MOBILE SHIP. RD INVEST. PART.
PO BOX 723070
C/O TORREY REALTY AD., INC
SAN DIEGO, CA 92172-3070

BURNS MARCIA D
4594 CINDY DR
MOBILE, AL 36619

ELIZABETH A DAVIS
4622 CINDY DR
MOBILE, AL 36619

DANNY FRENCH
112 N CATHERINE ST
MOBILE, AL 36604

JULIUS L & ELOISE HARRISON
4588 CINDY DR
MOBILE, AL 36619

STEPHEN A & LISA A HODGE
4614 CINDY DR
MOBILE, AL 36619

ALICIA CHALK JOHNSON
4558 CINDY DR
MOBILE, AL 36608

JOSEPH BRANUM LYONS
4650 CINDY DR
MOBILE, AL 36619

WILLIAM C MITCHELL
4676 CINDY DR
MOBILE, AL 36619

ELIZABETH N RISHER
PO BOX 191415
MOBILE, AL 36619

ERNEST RODRICK
4576 CINDY DR
MOBILE, AL 36619

SHIPYARD ROAD LLC
PO BOX 487
MOBILE, AL 36601

MARY JO WILLIAMS
4600 CINDY DR
MOBILE, AL 36619

BAYLEIGH CATCHOT
4638 CINDY DR
MOBILE, AL 36619

3T'S TRUCKING CONTAINER DIV.
3959 HWY 29
NEW AUGUSTA, MS 39462

JOEL FORD
FORD ENGINEERING SERVICES
2010 OAK GROVE RD
BLDG. 4, STE. 1
HATTIESBURG, MS 39402

SUBDIVISION &
ZONING AMENDMENT STAFF REPORT Date: February 15, 2023

APPLICANT NAME Ford Engineering Services, PLLC (Joel Ford, Agent)

SUBDIVISION NAME 3T's Trucking Container Subdivision

LOCATION 4570, 4580, and 4590 Shipyard Road
(West side of Shipyard Road, 413'± North of Higgins Road).

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING B-3, Community Business District, and B-5, Office-Distribution District

PROPOSED ZONING B-5, Office-Distribution District

AREA OF PROPERTY 1 Lot / 7.9± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from three (3) existing legal lots of record, and Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office -Distribution District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

ENGINEERING COMMENTS **Subdivision:** FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. There is an unlabeled line running through the property that matches the ROW line listed in the legend. Clarify and revise.
C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.

E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #89) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows: LOT 1 - NONE.

F. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control, the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS

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

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT Commence on March 1, 2023.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from three (3) existing legal lots of record, and Rezoning from B-3, Community Business District, and B-5, Office-Distribution District, to B-5, Office-Distribution District.

The site has been given a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally,

they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

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

The applicant proposes to create one (1) legal lot of record from three (3) existing legal lots of record. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Shipyard Road, which is a minor street without curb and gutter, but with a compliant 60-foot right-of-way; therefore, no frontage dedication would be required. The right-of-way width of Shipyard Road should be retained on the Final Plat, if approved. As on the preliminary plat, the lot size label in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

As on the preliminary plat, the 25-foot minimum building setback line along Shipyard Road should be retained on the Final Plat, if approved. Although located within the 25-foot minimum building setback, the plat indicates water and power line easements. Therefore, a note should be required on the Final Plat, if approved, stating that no structure may be constructed or located within any easement without the permission of the easement holder.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

As the proposed lot would be split-zoned, the associated Rezoning process should be completed prior to signing the Final Plat.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North and West by B-5 zoning; and to the South and East (across Shipyard Road) by B-3 zoning.

The applicant states the following to address the rationale for the zoning request:

> *This application is being made to change the zoning of a parcel owned by 3T'S Trucking Container Division, LLC, from B-3 to B-5. The owner currently owns four adjacent parcels located at 4580 Shipyard Road. The four properties have property identification numbers R023306234000064.005, R023306234000064.006, R023306234000064.000, and R023306234000064.003. The owner currently operates a storage container facility on the two northernmost parcels (R023306234000064.005 and R023306234000064.006). The owner recently purchased the two southernmost parcels (R023306234000064.000 and R023306234000064.003) and intends on expanding the container storage facility onto those two parcels. The three northernmost parcels are currently zoned B-5. The request is being made to change the zoning on the southernmost parcel (R023306234000064.003) from B-3 to B-5 such that all properties have the same zoning.*

As the site is proposed to be made a single lot of record via the Subdivision process, the subdivision makes reclassification of the land into one classification necessary and desirable. The proposed use as a storage facility for shipping containers, and the proposed B-5 zoning classification for the entire site, would be in keeping with the current Zoning Ordinance and the upcoming Unified Development Code, and with the Future Land Use Plan and Map.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) completion of the rezoning prior to signing the Final Plat;
2) retention of the right-of-way width of Shipyard Road on the Final Plat;
3) retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
4) retention of the 25-foot minimum building setback line along Shipyard Road on the Final Plat;
5) placement of a note on the Final Plat stating that no structure may be constructed or located within any easement without the permission of the easement holder;

6) compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B There is an unlabeled line running through the property that matches the ROW line listed in the legend. Clarify and revise. C. Show and label all flood zones. New maps went into effect on June 5, 2020. D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11. E. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #89) LOT 1 will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows: LOT 1 - NONE. 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.)*;
7) placement of a note on the Final Plat stating the 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, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
8) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);* and
9) compliance with Fire 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).*

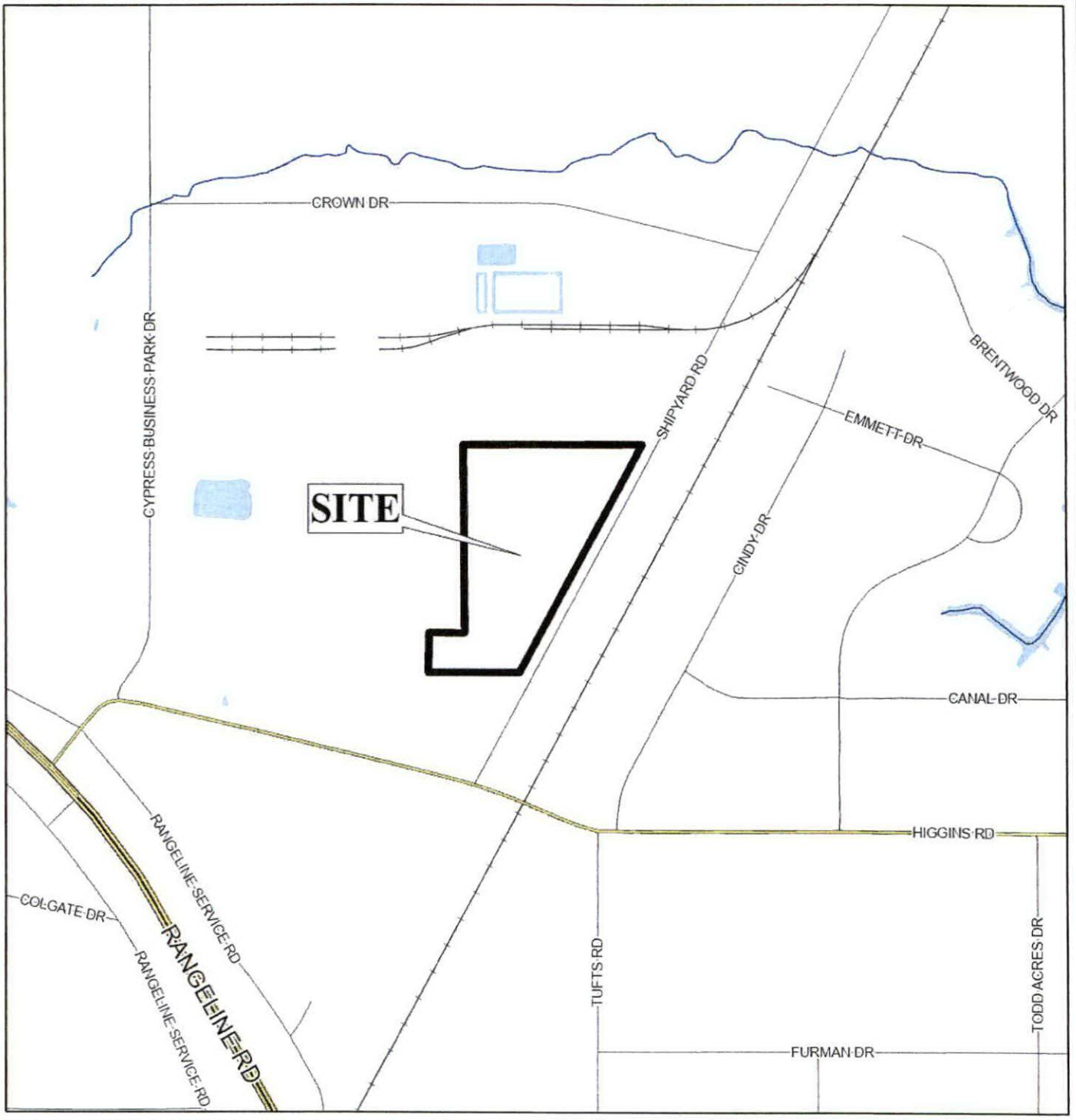
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

a) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

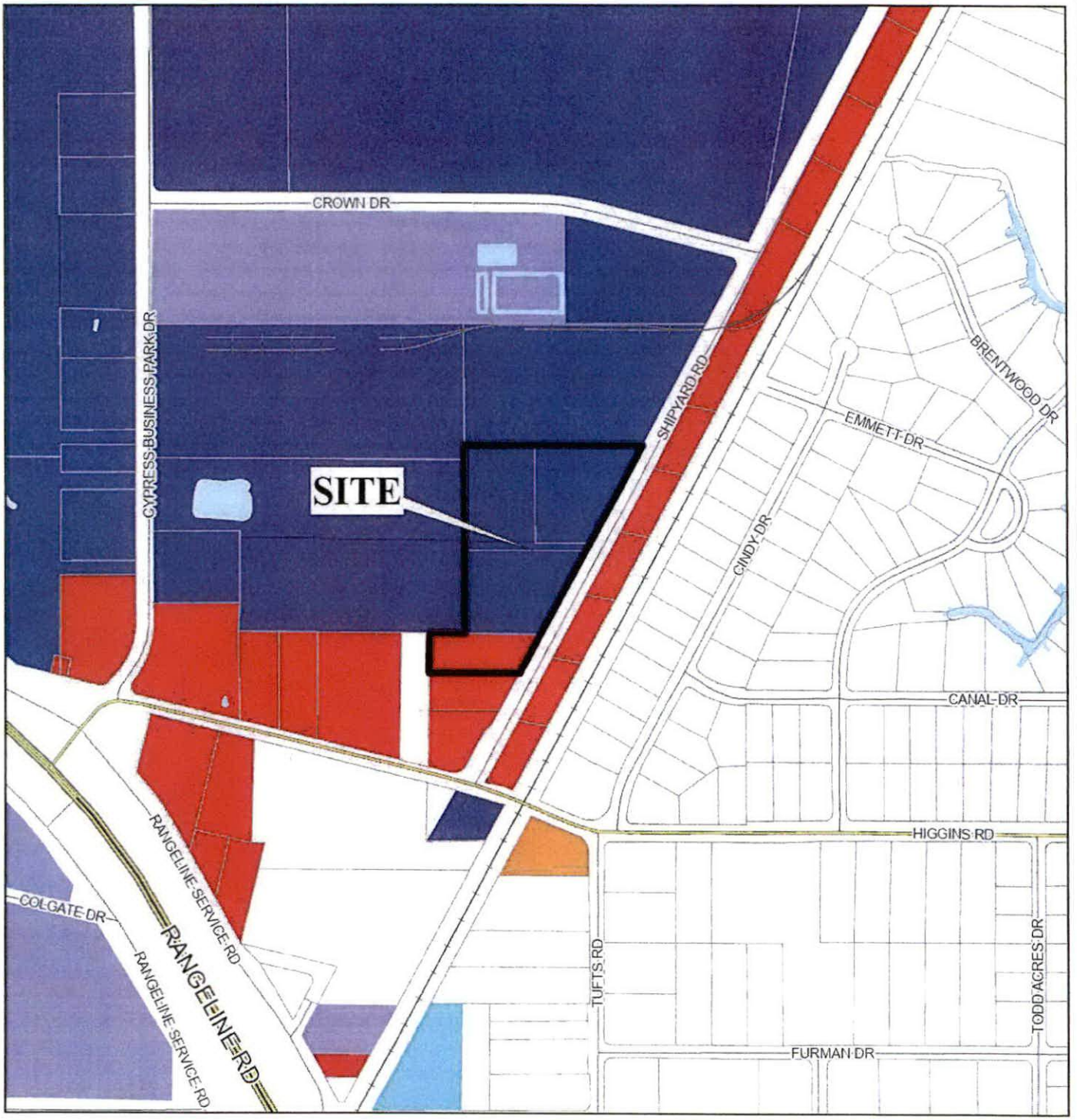
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE February 15, 2023

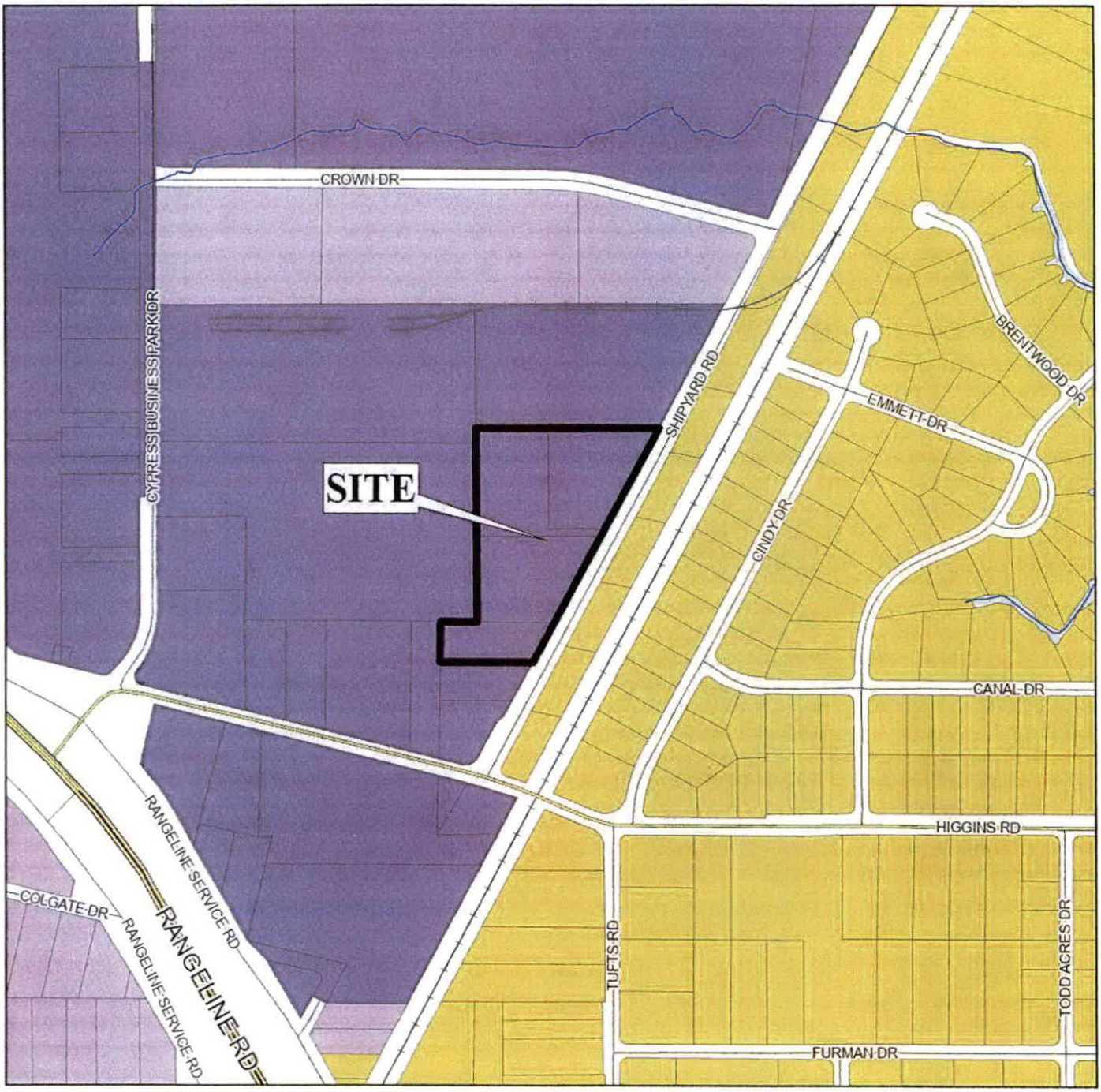
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

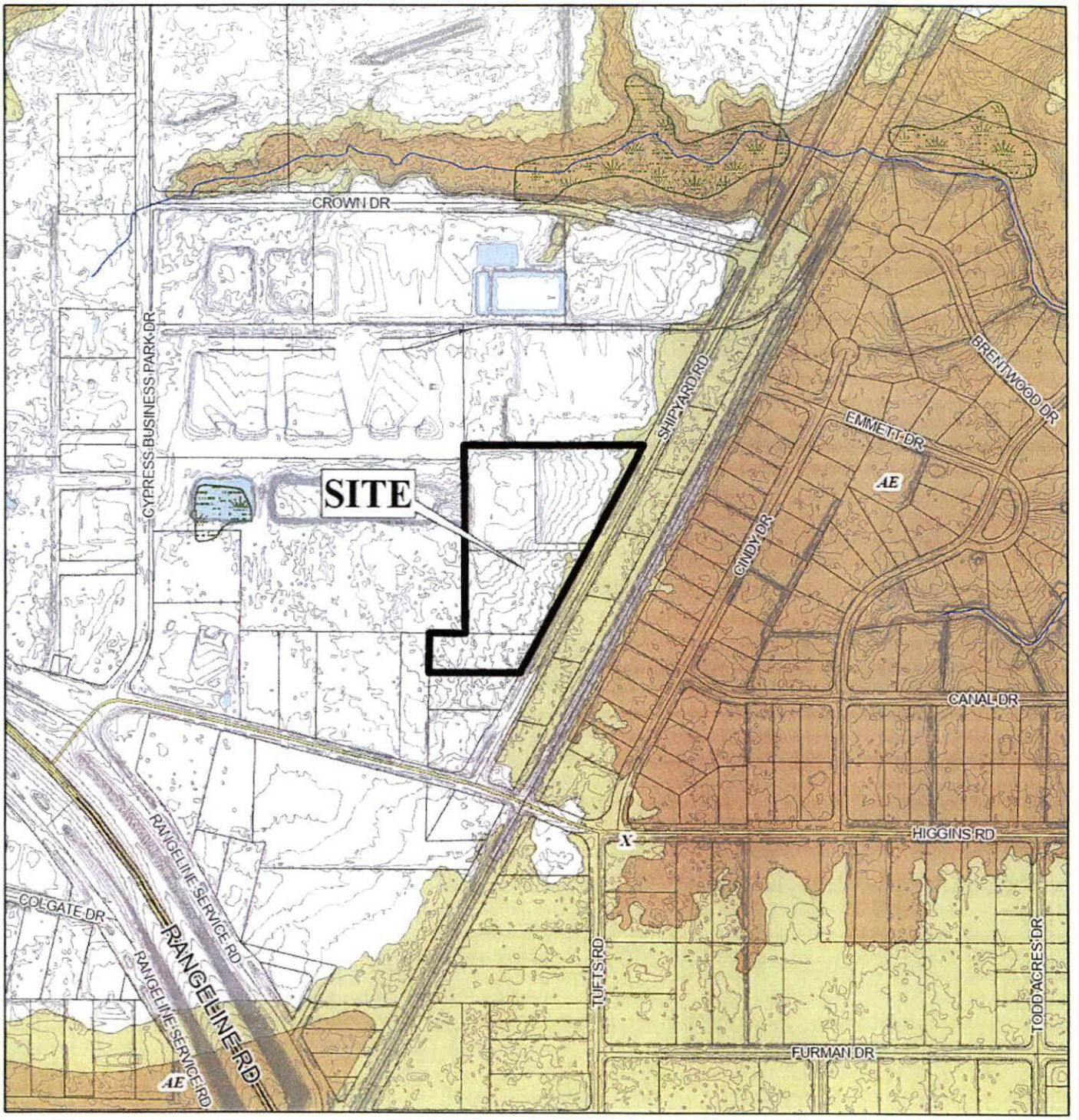
Layer2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE February 15, 2023

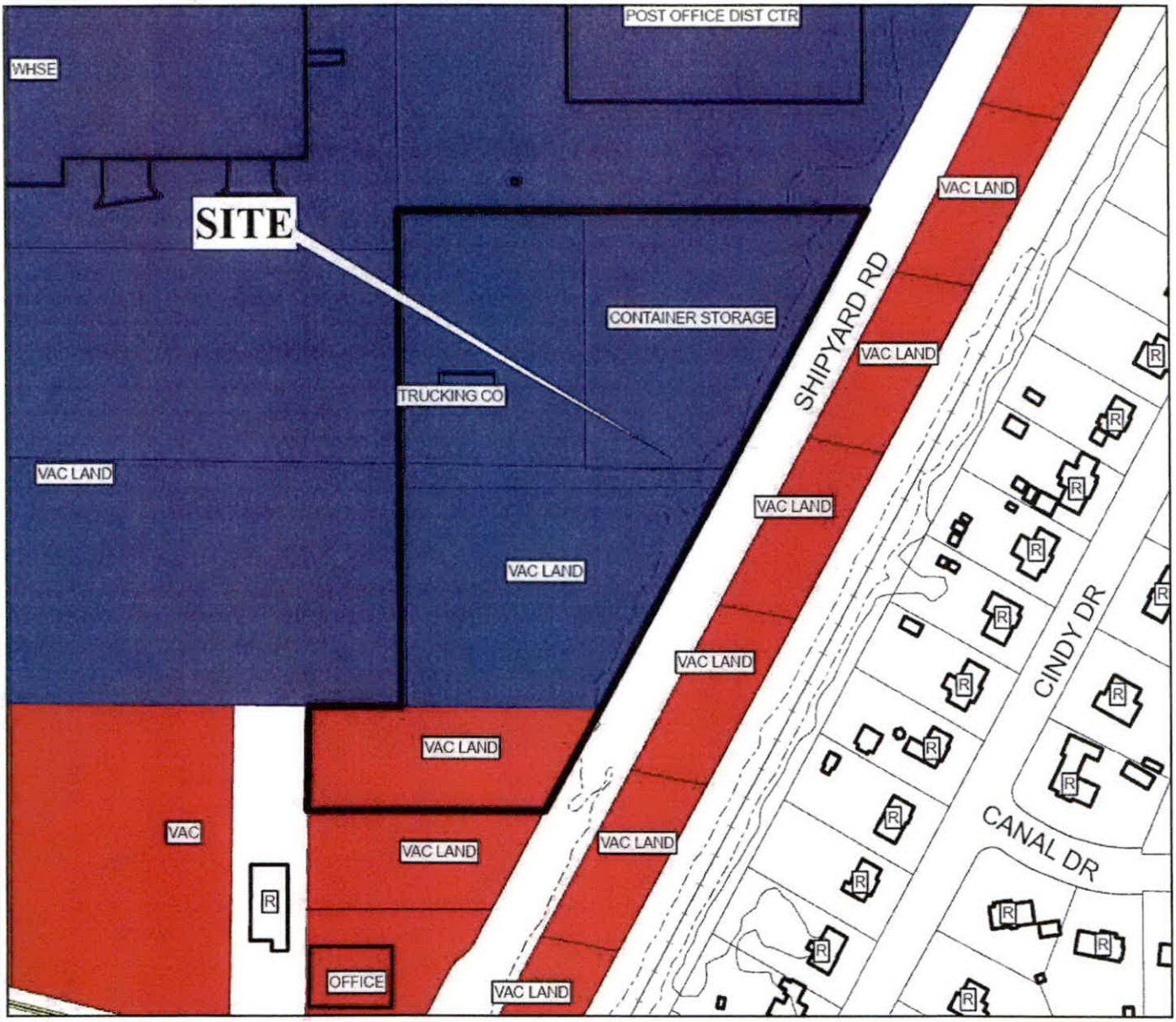
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units. Residences lie east of the site and single residence lies south.

APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

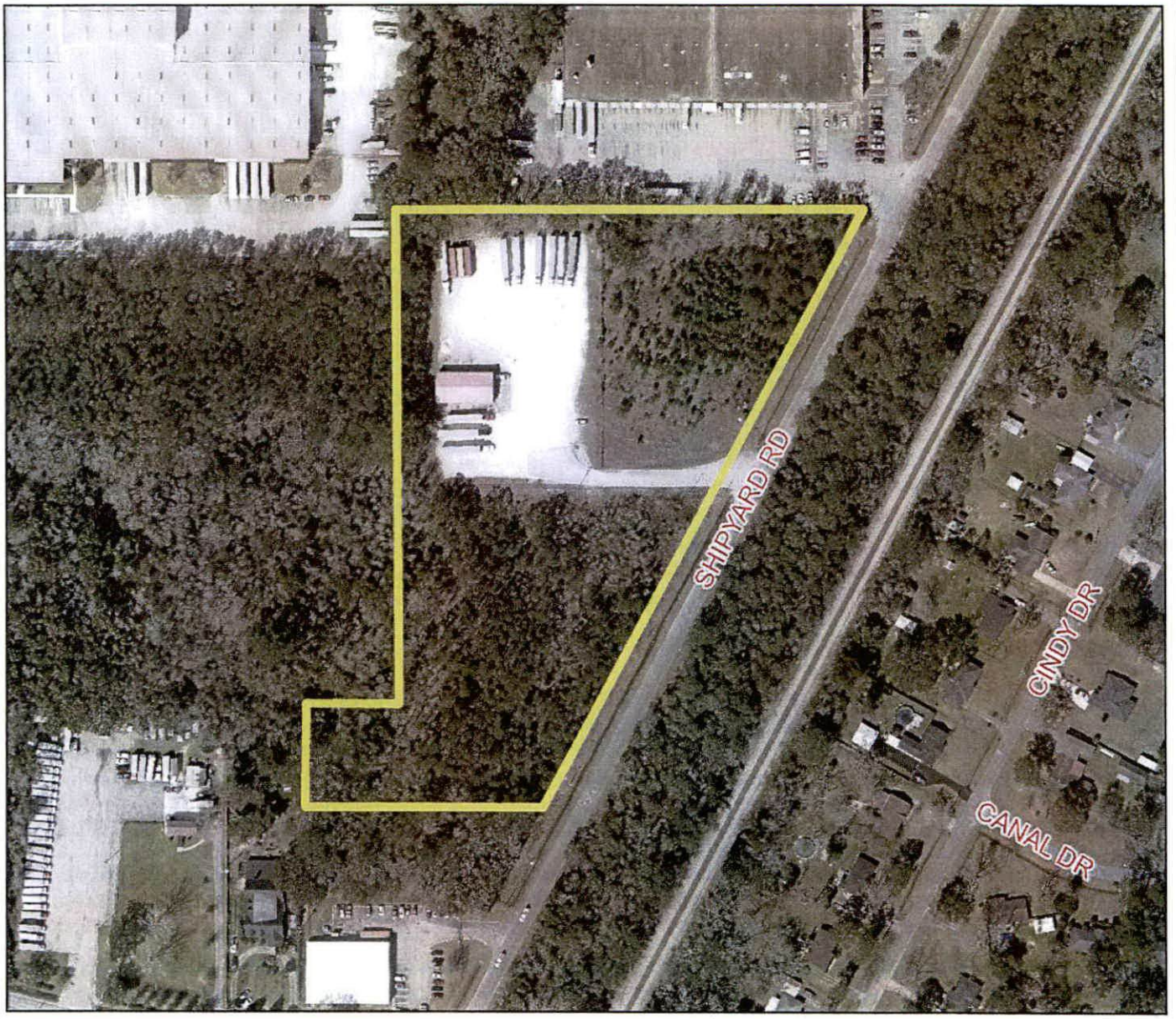
REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units. Residences lie east of the site and single residence lies south.

APPLICATION NUMBER 6 DATE February 15, 2023

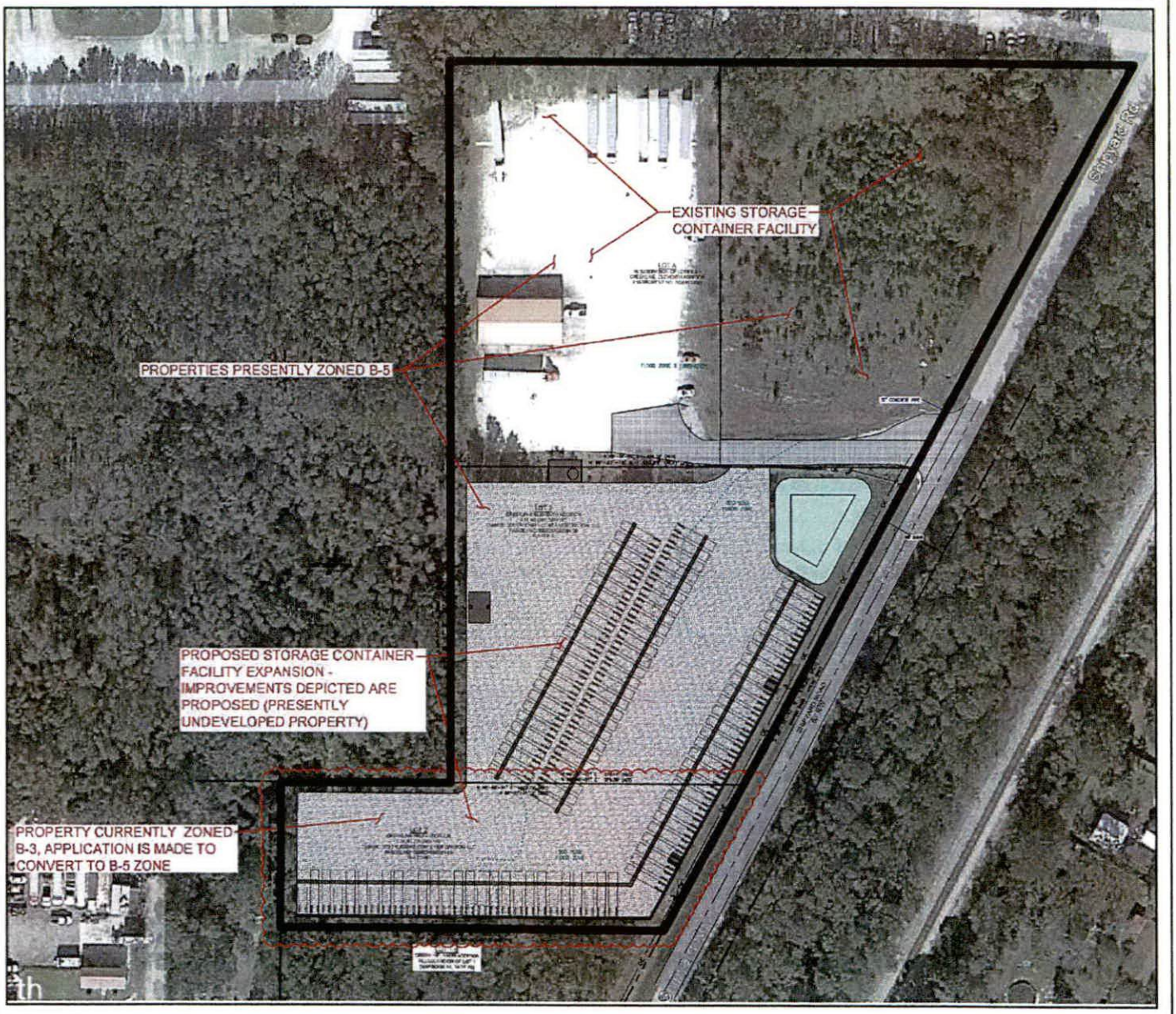
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

SITE PLAN



The site plan illustrates the existing storage container facility, and the proposed container facility.

APPLICATION NUMBER 6 DATE February 15, 2023

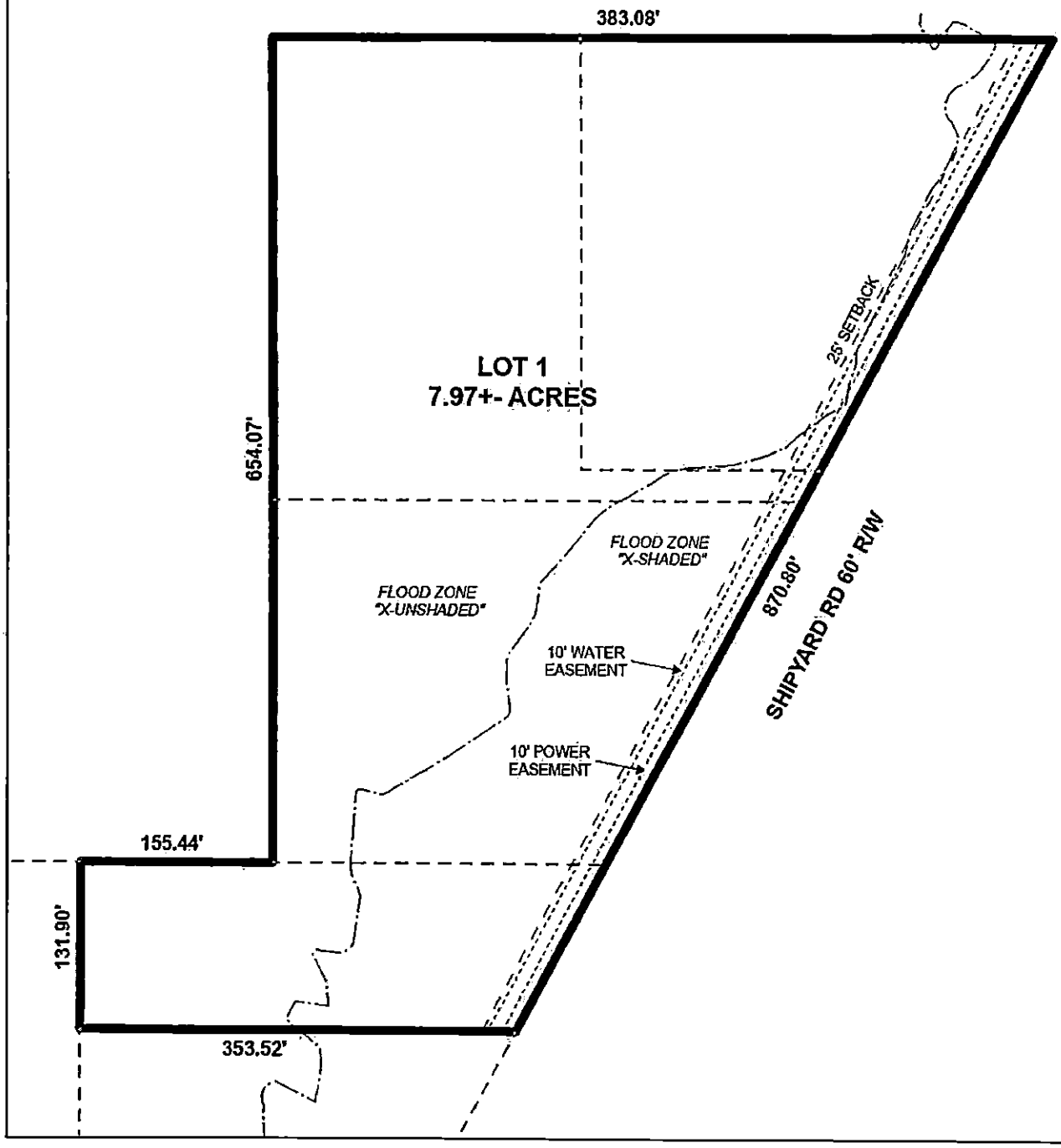
APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE February 15, 2023

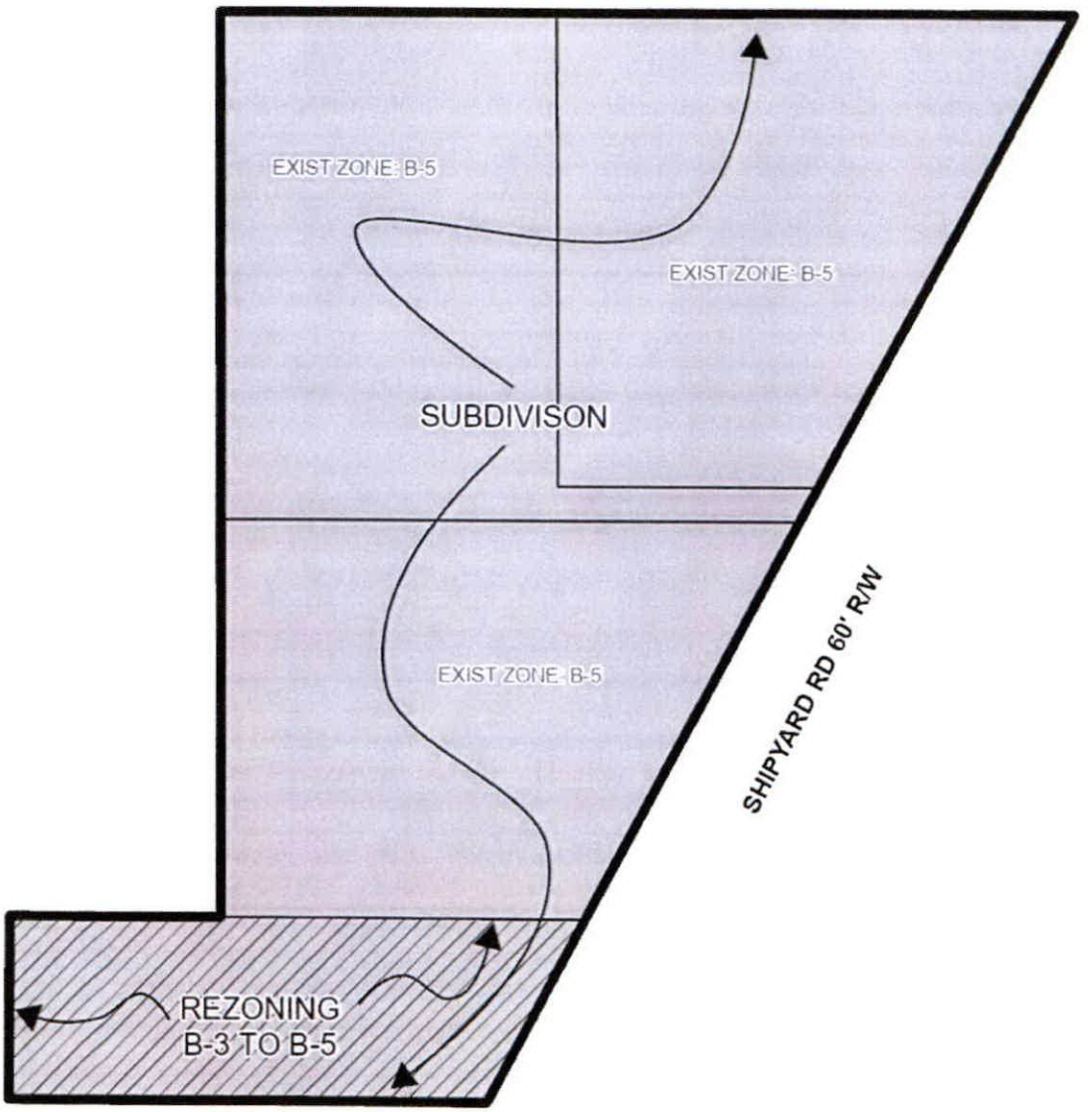
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N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE February 15, 2023

APPLICANT 3T's Trucking Container Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-5

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE IMPROVEMENTS TO REPLACE THE PREVIOUS GARDEN SHED WITH AN ATTRACTIVE PUBLIC ART MURAL ENCLOSURE INSTALLATION.

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PUBLIC BUILDINGS - MOBILE JAPANESE GARDEN	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/13/2023 - 2:37 PM

60- 2023

R E S O L U T I O N

Sponsored by: *Gina Gregory, Councilmember District 7*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $5,000.00 be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to the Public Buildings General Fund Account 10043035-44020 and will be used to replace the previous garden shed at Mobile Japanese Garden with an attractive public art mural enclosure installation.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

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
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 1:58 PM

R E S O L U T I O N

Sponsored by: Councilmember Daves

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

Type of application:	Restaurant Retail Liquor License
Submitted by:	RAR3 LLP
Location:	PS Taco 283 South McGregor Avenue Mobile, AL 36608

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5573

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 04.05.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *RAR3 LLP*

Trade Name: P S TACO

Location: 283 SOUTH MCGREGOR AVENUE MOBILE AL 36608

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA DATE 04.18.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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Comments:
NEW APPLICATION
AGENDA DATE 04.18.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 04.18.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5573

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

RAR3 LLP has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **020 - RESTAURANT RETAIL LIQUOR**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *RAR3 LLP*

TRADE NAME: P S TACO

LOCATED AT: 283 SOUTH MCGREGOR AVENUE MOBILE AL 36608

☐ YES	☐ NO	☑ N/A	Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A	Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A	Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: RICHARD GOMES PHONE#: 251.281.5473

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 04.04.2023
Application No: 5573

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***RAR3 LLP***

Ownership: ***PARTNERSHIP***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
GOMES, RICHARD	MEMBER	11.11.1972 BANGLADESH (OHAKA)	
DAS, RONOTOSH	MEMBER	01.17.1970 BANGLADESH (OHAKA)	
MANGRIO, SANA S	MEMBER	04.14.1982 PAKISTAN	

Corporate information: 001-041-912 (Enter book & page or document info) Date: 09.27.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***PS TACO***

Location 283 SOUTH MCGREGOR AVENUE MOBILE AL 36695

Mailing Address _____
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

I

What is the applicant(s) primary business at this location? RESTAURANT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... SEE ATTACHED SHEET

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant** _____

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision 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 regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should 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 of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** _____

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 04.04.2023

The undersigned_____
(Name of applicant or member if Partnership or Association)

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

_____
Signature of Affiant

Sworn to and subscribed before, me this 4th day of APRIL Year 2023

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person RICHARD GOMES E-mail: RCGOMES72@GMAIL.COM

Phone Number: Home: 251.281.5473 Cell: 251.281.5473 Bus: 251.281.5473

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 52 License premises includes patio area *NO*

Square Footage 1987

License covers: *OTHER*

License Structure: *SHOPPING CENTER*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
GOMES, RICHARD	NONE		
DAS, RONOTOSH	NONE		
MANGRIO, SANA S	FAILURE TO OBEY POLICE DEPT	03.01.2017 MOBILE COUNTY SHERIFF DEPT	DISMISS

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: Richard Gomes

Lease /Property Ownership

Name of Property Owner/Lessor: PINEBROOK INVESTMENT LLC 251.343.4000

Address of Property Owner/Lessor: 3964 AIRPORT BLVD MOBILE AL 36608

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) RG

CITY OF MOBILE

REVENUE DEPARTMENT

April 5, 2023

PS TACO

283 SOUTH MCGREGOR AVENUE

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 125203

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1528060	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$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

033100-0002 SHAWN S. 04/04/2023 10:30AM

BUSINESS LICENSE
RAR3 LLP
125203
2023 Item: 1528060
ALCOHOL APPLICATION FEE 50.00

	50.00
Subtotal	**50.00**
Total	**50.00**
CASH	60.00
CASH	-10.00
Change due	**-10.00**

Paid by: RAR3 LLP



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

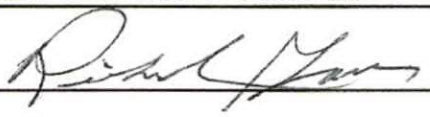
Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application - ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [ ] Required drawing for Urban Development (unless downtown location with no designated parking)
  - [ ] Copy of AL ABC Board Typed/Signed Application (all pages)
- [ ] Drivers License copy - ALL owners/members listed on application (must be legible)
- [ ] Background Check (if completed for ABC Board)
- [ ] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [ ] ALL pages of the Articles (including any amendments must be provided)
  - [ ] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [ ] Complete Listing of all members/officers (include name, title, contact phone)
- [ ] Federal Employer Identification Number (FEIN) Letter from IRS
- [ ] State of Alabama Revenue Sales Tax ID Letter
- [ ] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [ ] If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [ ] Bureau of Fire Prevention - Fire Inspection Report
- [ ] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [ ] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
RICHARD GOMEZ	3/8/2023
Person Completeing Application Signature	**Title**
	MEMBER

The City of Mobile reserves the right to request required additional information from the applicant

City of Mobile Alcoholic Beverage License Application

ALL boxes are ***REQUIRED.*** Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
	YES	05-01-2023	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity	Other Explain
RESTAURANT BUSINESS.	

Legal Business Name	Trade Name (DBA)
RAR 3 LLP.	PS-TACO

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
C. CORP		2

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
283 SOUTH MCGREGOR AVE	MOBILE	AL	36608.

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
MOBILE	AL	36608	N

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
	MOBILE	AL	36695

City	State	Zip Code	Business Phone Number	Building Type
MOBILE	AL	36695	251-281-5473	N/A

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251-281-5473	92-0482618	R011629213	

Business Contact Person Information

Name	Title	Phone	Email
RICHARD GOMES	MEMBER	251-281-5473	rc gomes72@gmail.com

Land/Building Information

Do you own or rent/lease the property? RENT

Property Owner Name	Do you have a legal description of property?
PINEBROOK INVESTMENT LLC	YES Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
3964 AIRPORT BLVD	251-343-4000	

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
MOBILE	AL	36608	56	1989 sq ft

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below)	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities Patio Area

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230330155255864

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

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

Trade Name: P S TACO **Filing Fee:** $50.00

Applicant: RAR3 LLP **Transfer Fee:**

Location Address: 283 S MCGREGOR AVE MOBILE, AL 36608

Mailing Address: 2905 QUAIL CREEK RUN MOBILE, AL 36695

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

Product Type: **Type Ownership:** LLP

Book, Page, or Document info: 001-041-912

Do you sell Draft Beer?:

Date Incorporated: 09/27/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 09/27/2022

Federal Tax ID: 92-0482618 **Alabama State Sales Tax ID:** R011629213

Name:	Title:	Date and Place of Birth:	Residence Address:
SANA S MANGRIO	PARTNER	04/14/1982 PAKISTAN	
RONOTOSH DAS	PARTNER	01/17/1970 BANGLADESH	
RICHARD GOMES	PARTNER	11/11/1972 BANGLADESH	

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: JOANNA GOMES
Business Phone: 251-281-5265
Fax:

Home Phone: 251-281-5265
Cell Phone: 251-281-5265
E-mail: 2JOANNAGOMES@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230330155255864

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PINEBROOK INVESTMENT LLC 251-343-4000
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? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1987 Display Square Footage:
Building seating capacity: 52 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230330155255864

Initial each — **Signature page**

Initial each	
RG	In reference to law violations, I attest to the truthfulness of the responses given within the application.
RG	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
RG	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.
XXX	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.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
RG	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.
RG	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.
RG	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): RICHARD GOMES

Signature of Applicant: Richard Gomes

Notary Name (print): Sandy Dunham

Notary Signature: Sandy Dunham Commission expires: 9/17/23

Application Taken: 3/30/23 **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: 20230330155255864

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

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

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

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

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

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: THERE ARE NO SUITE NUMBERS. EACH BUILDING HAS IT'S OWN ADDRESS

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
RICHARD GOMES	MEMBER	MEMBER

Race	Sex	Date of Birth	Home Address
ASIAN	MALE	11-11-1972	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36695

Place of Birth (City, State, Nation)	Mobile Number	Email
BANGLADESH (DHAKA)	251-281-5473	rc.gomes72@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
	FORTUNE RACEWAY LLC		5455 HWY 90, WEST, MOBILE, AL 36619
YES	FORTUNE RACEWAY 6231 LLC	FORTUNE RACEWAY 6231 LLC	5592 HWY 90, THEODORE, AL 36582

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

FORM A

Name: RAR 3 LLP Account #_____

Business Name: RAR 3 LLP (DBA - PS TACO)

Business Location and Tax ID No.: _____

For Official Use Only **FORM A**

Citizenship status confirmed by _____ **Date** _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, RICHARD GOMES, ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 03-08-2023

_____

Declarant's Signature

FORM B

Name: RAR 3 LLP Account #_____

Business: RAR 3 LLP (DBA - PS TACO)

Business Location and Tax ID No.: _____

For Official Use Only	FORM B
Presumptive alien status confirmed by _____	Date _____
SAVE Verification received by _____	Date _____

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, **to confirm** that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number,** which is as follows: _____; and (2) a **copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of the following items.

Note: if the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ **A valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☐ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☐ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, RICHARD GOMES *(print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.*

Date 03-08-2023 _____

Declarant's Signature

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

February 9th, 2023

Dear Mr. Gomes,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx

NAME:GOMES,RICHARD

ABI RESULT:IDENT

CERTIFIED COPY
OF ALEA DOCUMENT

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02-09-2023 09:00  ALLEA0049                                          *
*ATN/TCN8002304934                                                   *
*OPR/AFIS                                                            *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02570651              *
*-CIVIL APPLICANT RESPONSE-           REPORT DATE: 02-09-2023        *
*NAME                          STATE ID NO.   FBI ID NO.              *
*GOMES,RICHARD CONRAD                                                *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB                  *
*M   A    11-11-1972 507    175    BRO   BLK    BL                   *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                              *
                                                                     *
*ALIAS NAMES                                                         *
*  GOMES,RICHARD                                                     *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION                *
*                                          *                         *
***********************************************************************
*LAST PAGE ON SID AL02570651                                          *
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SEQ # 252 MRI

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
RONOTOSH DAS	MEMBER	MEMBER.

Race	Sex	Date of Birth	Home Address
ASIAN	MALE	01-17-1970	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
C		MOBILE	AL	36693.

Place of Birth (City, State, Nation)	Mobile Number	Email
BANGLADESH (RANGPUR)	251-767-2911	titho03@yahoo.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
	FORTUNE RACEWAY LLC		5455 HWY 90 WEST MOBILE AL 36619
YES	FORTUNE RACEWAY 6831 LLC	FORTUNE RACEWAY 6831 LLC	5592 HWY 90 THEODORE, AL 36582
	BANIK FOOD INC		854 DOWNTOWNER BLVD MOBILE AL 36609

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

FORM B

Name: RAR 3 LLP Account #:

Business: RAR 3 LLP (DBA - PS TACO)

Business Location and Tax ID No.: 283 South McGregor Ave, Mobile AL 36608

For Official Use Only	FORM B
Presumptive alien status confirmed by	Date
SAVE Verification received by	Date

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, **to confirm** that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number,** which is as follows: _____; and (2) a **copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of the following items.

Note: if the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ **A valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☐ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☐ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, RONOTOSH DAS *(print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.*

Date 03-08-2023

Ronotosh Das
Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O BOX 1511 / MONTGOMERY, AL 36102

PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

February 9th, 2023

Dear Mr. Das,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx

NAME:DAS,RONOTOSH

SOC.:

CERTIFIED COPY OF ALEA DOCUMENT

ABI RESULT:IDENT

SID:

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02-09-2023 08:53  ALLEA0049                                          *
*ATI                                                                 *
*OPR/AFIS                                                            *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02329854              *
******  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: 02-09-2023        *
*NAME                           STATE ID NO.   FBI ID NO.             *
*DAS,RONOTOSH                                                        *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB                  *
*M   A    01-17-1970 509    160    BRO   BLK    BL                  *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                              *
                                                                     *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION                *
*                                  *                                 *
**********************************************************************
*ARREST-01                                                           *
*  DATE OF ARREST - 05-29-2010                                       *
*  AGENCY -  MOBILE PD  ORI - AL0020100                              *
*    NAME - DAS,RONOTOSH                                             *
*      CHARGE  01 -  4199  LIQUOR-FURNISH ALCOHOL TO MINOR           *
*      DATE OF OFFENSE - 05-29-2010                                  *
*      AGENCY CASE NO. - 2010011061                                  *
*TOTAL NUMBER OF ARRESTS- 1                                          *
*RECORD LAST UPDATED 02/09/2023                                      *
*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                         *
*BY CRIMINAL JUSTICE AGENCIES ONLY.                                  *
*LAST PAGE ON SID AL02329854                                         *
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City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
SANA S MANGRIO	MEMBER	MEMBER

Race	Sex	Date of Birth	Home Address
ASIAN	FEMALE	04-14-1982	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36695

Place of Birth (City, State, Nation)	Mobile Number	Email

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
YES	Domestic Violation	Mobile County Sheriff Dept	11-23-2009	Dismiss
1	FAILURE TO OBEY POLICE	MOBILE COUNTY SHERIFF DEPT	03-01-2017	DISMISS

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

FORM A

Name: RAR 3 LLP Account #

Business Name: RAR 3 LLP (BBA - PS - TACO)

Business Location and Tax ID No.: 283 South McGregor Ave, Mobile AL 36608.

For Official Use Only	FORM A
Citizenship status confirmed by	Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☐ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Dana S Mangrio ***(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.***

Date 03-08-2023

Declarant's Signature

FORM B

Name: RAR 3 LLP Account #

Business: RAR 3 LLP (DBA - PS TACO)

Business Location and Tax ID No.: 283 South McGregor Ave, Mobile AL 36608)

For Official Use Only	FORM B
Presumptive alien status confirmed by	Date
SAVE Verification received by	Date

Verification, Demonstration and Declaration of Lawfully Present Alien

A. **SAVE Verification.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction with the City of Mobile, Alabama, he/she must be verified, using the Systematic Alien Verification of Entitlement (SAVE) Program, to **confirm** that such alien is lawfully present in the United States.

In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) a **copy of non-citizen immigration documents.**

B. **Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a lawfully present alien to conduct a public records transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of the following items.

Note: if the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ **A valid, unexpired Alabama driver's license.**
- ☐ **A valid, unexpired Alabama non-driver identification card.**
- ☐ **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- ☐ **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- ☐ **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- ☐ **A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, Sara S Mangio *(print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien of the United States of America.*

Date 03-08-2023.

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

February 9th, 2023

Dear Ms. Mangrio,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

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xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:MANGRIO,SANA S
ABI RESULT:IDENT


02-09-2023 08:59  ALLEA0049                                        *
*ATN                                                               *
*OPR/AFIS                                                          *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02293030           *
******  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: 02-09-2023     *
*NAME                           STATE ID NO.   FBI ID NO.          *
*ANSARI,SANA S                                 -                   *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB               *
*F   A    04-14-1982 510    175    BRO   BRO    PK               *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                           *
*                                                                 *
*ALIAS NAMES                                                      *
*  MANGRIO,SANA SHABIR                                            *
*  ANSARI,SANA                                                    *
*  MANGRIO,SANA S                                                 *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION             *
*02293030                                  *                      *
*****************************************************************
*ARREST-01                                                        *
*  DATE OF ARREST - 11-23-2009                                    *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000             *
*    NAME - ANSARI,SANA S                                         *
*      CHARGE  01 -  3899  FAMILY OFFENSE-DOMESTIC VIOLENCE 3R*
*      DATE OF OFFENSE - 11-23-2009                               *
*      AGENCY CASE NO. - 2009024895                               *
*ARREST-02                                                        *
*  DATE OF ARREST - 03-01-2017                                    *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000             *
*    NAME - ANSARI,SANA                                           *
*      CHARGE  01 -  3899  FAMILY OFFENSE-DOMESTIC VIOLENCE 3R*
```

CERTIFIED COPY
OF ALEA DOCUMENT

```
*      DATE OF OFFENSE - 03-01-2017                                *
*      CHARGE  02 -  4813  FAILURE TO MOVE ON-FAIL TO OBEY POL*
*      DATE OF OFFENSE - 03-01-2017                                *
*TOTAL NUMBER OF ARRESTS- 2                                       *
*RECORD LAST UPDATED 02/09/2023                                   *
*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                      *
*BY CRIMINAL JUSTICE AGENCIES ONLY.                               *
*LAST PAGE ON SID AL02293030                                      *

SEQ #  250 MRI #
```

Arrest #2
Charge 1

MOBILE MUNICIPAL COURT
JUDGE'S ORDER

DEFENDANT: MANGRIO, SANA S	DOB: 4/14/1982 RACE: WHITE SEX: FEMALE
DOCKET NO: D017000183 CITATION NO: CL024940	OFFENSE: DOMESTIC VIOLENCE 3RD - HARASSMENT STATUTE: 13A-11-8(A) (13A-6-132)
COURT DATE: 4/05/2017 8:00 AM ☐ FAILURE TO APPEAR	DATE OF VIOLATION: 3/01/2017 PD CASE NO: 2170300006
STATUS: TRIAL	OFFICER: WHITTINGTON JR, THOMAS
FINE: 0.00	ATTORNEY: PRO SE: ☐
COST/FEES: 347.00	BONDSMAN: ONE HOUR BONDING COMPANY
PAID: 0.00	BOND POSTED: 1000.00 Surety
CREDIT: 0.00	PLEA: NOT GUILTY PLEA DATE: 3/01/2017
TOTAL DUE: 347.00	CONVICTION DATE:
RESTITUTION DUE: 0.00	

COMPLAINANT: THOMAS WHITTINGTON JR
WITNESSES:
MUHAMMAD ALEEM FAROOQ

☐AD GU ☐PLED GU ☐PLED NG ☐ADJ NG	☐YOUTHFUL OFFENDER GRANTED ☐DENIED
☐RESTITUTION $	☐STIPULATED TO A PRIMA FACIE CASE
☐FINE $ ☐COST ☐FEES	☐GOOD BEHAVIOR MO/YEAR(S)
☐REMIT ☐COST ☐FINES ☐FEES	☐TRAFFIC SCHOOL
☐TTP DATE ☐1ST ☐2ND ☐3RD ☐4TH THUR	☐ DAYS JAIL ☐SUSP ☐ TO SERVE ☐ CTS
☐MONTHLY PAYMENT AMOUNT $	☐PROBATION CITY – CRO YEAR(S) ☐REVOKED
☐CASE DISMISSED ☐WITH COST	☐INFORMAL PROBATION YEAR(S)
☐CASE NOLLE PROSSED ☐WITH COST	☐ITP ☐END ☐BATT INTERVENT ☐ANGER MGT ☐THEFT
☐CSERVICE DAYS ☐HLWOC DAYS	☐NO CONTACT ORDER
☐SET/RESET FOR TRIAL	☐DUI SCHOOL ☐VIP ☐INTERLOCK ORDERED
☐SET/RESET ARRAIGNMENT	☐JAIL WORK CAMP DAYS
☐RESET FOR HEARING/DISPO	☐ALIAS/CAPIAS $ ☐WDA
☐RESET FOR SENTENCING	☐AMEND TO:
☐SET FOR ADJUDICATION/REVOCATION	☐CONCURRENT W/
☐$ ☐CASH ☐SURETY ☐OB BOND ☐APPEAL	☐CONSECUTIVE TO:

DATE 4/5/17 JUDGE'S SIGNATURE CCM

See Motion to NP Ron City

COMMENTS/NOTES

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

Connie Davis 5/31/17

SEQ # 212 MRI 4

Mobile Municipal Court
City of Mobile

CL024939

State of Alabama Unified Judicial System Form MC-38 Rev 5/89	COMPLAINT	PD Case Number: 217030000601 Case Number: CR17000710

THE STATE OF ALABAMA
Mobile COUNTY

IN THE MUNICIPAL COURT OF
Mobile

CITY OF Mobile vs. SANA S MANGRIO
Defendant
DOB: 4/14/1982

Before me, Magistrate of the Municipal Court of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he has probable cause for believing and does believe that SANA S MANGRIO, whose name is otherwise unknown to complainant, did, on or about March 1, 2017, within 12 months of the commencement of this action, commit the offense of FAILURE TO OBEY POLICE OFFICER IN DISCHARGE OF HIS DUTY, 39-54 within the City/Town of Mobile, or the Police Jurisdiction thereof, in that she did:

Fail to obey the direction or order of a member of the police department of the city while such member is acting in an official capacity in carrying out his duties by:

On March 01, 2017 the defendant Sana S. Mangrio refused to comply with MPD Corporal T. Whittington #7464 lawful command(s) when Officer Whittington repeatedly told the defendant to go inside of her house due to her behavior.

In violation of Ordinance Number/Section 39-54, which embraces Section _, Code of Alabama 1975; previously duly adopted, effective and in full force at the time the offense was committed.

Sworn to and subscribed before me this
the 1st day of March, 2017

Complainant
THOMAS WHITTINGTON JR #7464

Magistrate

Mobile Municipal Court
City of Mobile

C1024940

State of Alabama United Judicial System Form MC-38 Rev 6/89	COMPLAINT	PD Case Number: 217030000601 Case Number: 0017000183

THE STATE OF ALABAMA
Mobile COUNTY

IN THE MUNICIPAL COURT OF
Mobile

CITY OF Mobile vs. SANA S MANGRIO
Defendant
DOB: 4/14/1982

Before me, Magistrate of the Municipal Court of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he has probable cause for believing and does believe that SANA S MANGRIO, whose name is otherwise unknown to complainant, did, on or about March 1, 2017, within 12 months of the commencement of this action, commit the offense of DOMESTIC VIOLENCE 3RD.- HARASSMENT, 13A-11-8(A) (13A-6-132) within the City/Town of Mobile, or the Police Jurisdiction thereof, in that she did:

With the intent subject another person to physical contact by:

During a domestic violence argument on March 01, 2017 between the defendant Sana S. Mangrio and the victim Muhammad Aleem Farooq her live in husband the defendant took her hand and slapped the victim in his face. The victim and the defendant been legally married for 8 years and have a 6 months old child together.

In violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8(A) (13A-6-132), Code of Alabama 1975, previously duly adopted, effective and in full force at the time the offense was committed.

Sworn to and subscribed before me this
the 1st day of March, 2017

Complainant
THOMAS WHITTINGTON JR #7464

Magistrate

Arrest 2
Charge 2

MOBILE MUNICIPAL COURT
JUDGE'S ORDER

DEFENDANT: MANGRIO, SANA S	DOB: 4/14/1982 RACE: WHITE SEX: FEMALE AGE @ TIME OF OFFENSE: 34
DOCKET NO: C017000760 CITATION NO: CL024939	OFFENSE: FAILURE TO OBEY POLICE OFFICER IN DISCHARGE OF HIS DUTY – STATUTE: 39-54
CURRENT: STATUS HEARING/REVIEW 10/02/2017 1:00 PM ALT 1: GOOD BEHAVIOR 10/02/2017 1:00 PM ALT 2: 0:00 AM	DATE OF VIOLATION: 3/01/2017 PD CASE NO: 2170300006 OFFICER: WHITTINGTON, THOMAS
FINE: 0.00	ATTORNEY: JAMES M. BYRD PRO SE: ☐
COST/FEES: 222.00	BONDSMAN:
PAID: 222.00	BOND POSTED: 0.00
RESTITUTION DUE: 0.00	PLEA: NOT GUILTY PLEA DATE: 3/01/2017
TOTAL DUE: 0.00	CONVICTION DATE: 4/05/2017

COMPLAINANT: THOMAS WHITTINGTON
WITNESSES:

☐AD GU ☐PLED GU ☐PLED NG ☐ADJ NG	☐YOUTHFUL OFFENDER GRANTED ☐DENIED
☐RESTITUTION $	☐STIPULATED TO A PRIMA FACIE CASE
☐FINE $ ☐COST ☐FEES	☐GOOD BEHAVIOR MO/YEAR(S)
☐REMIT ☐COST ☐FINES ☐FEES	☐TRAFFIC SCHOOL
☐TTP DATE ☐1ST ☐2ND ☐3RD ☐4TH THUR	☐ DAYS JAIL ☐SUSP ☐ TO SERVE ☐ CTS
☐MONTHLY PAYMENT AMOUNT $	☐PROBATION CITY – CRO YEAR(S) ☐REVOKED
☐CASE DISMISSED ☐WITH COST ☑CASE NOLLE PROSSED ☐WITH COST	☐INFORMAL PROBATION YEAR(S)
☐CSERVICE DAYS ☐HLWOC DAYS	☐ITP ☐END ☐BATT INTERVENT ☐ANGER MGT ☐THEFT
☐SET/RESET FOR TRIAL	☐NO CONTACT ORDER
☐SET/RESET ARRAIGNMENT	☐DUI SCHOOL ☐VIP ☐INTERLOCK ORDERED
☐RESET FOR HEARING/DISPO	☐ALIAS/CAPIAS $ ☐W/DA
☐SET FOR ADJUDICATION/REVOCATION	☐AMEND TO:
☐S ☐CASH ☐SURETY ☐OB BOND ☐APPEAL	☐CONCURRENT W/ ☐CONSECUTIVE TO:

DATE 10/2/17 JUDGE'S SIGNATURE

COMMENTS/NOTES

The Defendant having completed the term of Good Behavior, and no further problems have arisen, the case is NOL PROSSED

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

3/24/23

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to form a limited liability partnership under Sections 10A-1-3.05 and 10A-8A-10.01 of the Code of Alabama 1975, this Statement of Limited Liability Partnership and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability partnership (must contain the words "Limited Liability Partnership" or the abbreviation "L.L.P." or "LLP," and comply with *Code of Alabama*, Section 10A-1-5.07):

   RAR3 L.L.P.

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. Street (**No PO Boxes**) address of principal office of the limited liability partnership:

   95

   Mailing address of principal office (if different from street address):

4. The name of the Registered Agent (only one agent): Richard Gomes

   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):

(For SOS Office Use Only)

Alabama
Sec. Of State

001-041-912 D2P

Date	09/27/2022
Time	15:14:00
File	$100.00
County	$100.00
Total	$200.00

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP)
AMENDMENT TO STATEMENT OF LIMITED LIABILITY PARTNERSHIP

PURPOSE: In order to amend a Statement of Limited Liability Partnership to reflect changes to the Partnership under Section 10A-8A-10.01 of the Code of Alabama 1975, this Amendment along with any necessary attachments and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. Alabama Entity ID Number (Format: 000-000-000): 000 - 041-912 **TO OBTAIN ID NUMBER,** go to our website at www.sos.alabama.gov, click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

2. The current recorded name of the Limited Liability Partnership:

   RAR3 L.L.P.

3. Statement of LLP was filed on (MM/DD/YYYY): 09 / 27 / 2022

4. List any previous amendments filed **(identify amendment and give the date on which it was filed – 10A-1-3.13):**

   May state see attached and attach a listing of Amendments.

5. Specify the information to be amended from the original Statement of LLP (specify attachment if necessary):

   See attached.

(For SOS Use Only)

Alabama
Sec. Of State

001-041-912 D2P

Date	02/17/2023
Time	11:08:56
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY PARTNERSHIP (LLP) AMENDMENT

6. New information to replace information which has changed since the Statement of LLP (specify attachment if necessary):

   If the Amendment involves a name change, a copy of the Name Reservation Certificate issued by the Alabama Secretary of State must be attached.

7. This amendment has been approved in a manner required by *Code of Alabama 1975*, Title 10A and the governing documents of the entity.

02 / 17 / 2023	RICHARD GOMES
Date (MM/DD/YYYY)	Signature of Partner
/ /	
Date (MM/DD/YYYY)	Signature of Partner
/ /	
Date (MM/DD/YYYY)	Signature of Partner

May attach additional signatures.

Amendment Details

Entity Info

Current Entity Name	Entity ID
RAR3 L.L.P.	001-041-912
Type	**Formation Date**
Limited Liability Partnership (LLP)	2022-09-27

Partners and Addresses

Original

Partner	Street Address	Mailing Address

Amended

Partner	Street Address	Mailing Address	
SANA S MANGRIO			(Added)
RONOTOSH DAS		DGE	(Added)
RICHARD GOMES		N	(Added)

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

RAR3 L.L.P.

This name reservation is for the exclusive use of Richard Gomes, 2905 Quail Creek Run, Mobile, AL 36695 for a period of one year beginning September 26, 2022 and expiring September 26, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

September 26, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES048149

RAR3 LLP

THE MEMBERS SHARE IN RAR3 LLP IS AS FOLLOWS:

SANA S MANGRIO 51%

RONOTOSH DAS 25%

RICHARD GOMES 24%

RAR3 LLP

I. PRELIMINARY PROVISIONS

(1) This operating agreement of LLP effective September 27, 2022, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2): This limited liability partnership (LLP) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLP filing office of the state of **Alabama** on **September 27, 2022.** A copy of this organizational document has been placed in the LLP's records book.

(3) Name: The formal name of this LLP is as stated above. However, this LLP may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) Registered Office and Agent: The registered office of this LLC and the registered agent at this address are as follows:
Richard Gomes, 2905 Quail Creek Run,Mobile, AL 36695

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLP filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) Business Purposes: The specific business purposes and activities contemplated by the founders of this LLP at the time of initial signing of this agreement consist of the following:

Operation of a restaurant.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLP, which shall be permitted to engage in any and all lawful business activities. If this LLP intends to engage in business activities outside the state of its formation that require the qualification of the LLP in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) Duration of LLC: The duration of this LLP shall be 99 years. Further, this LLP shall terminate when a proposal to dissolve the LLP is adopted by the membership of this LLP or when this LLP is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) Non-liability of Members: No member of this LLP shall be personally liable for the expenses, debts, obligations or liabilities of the LLP, or for claims made against it.

(2) Reimbursement for Organizational Costs: Members shall be reimbursed by the LLP for organizational expenses paid by the members. The LLP shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLP's tax advisor.

(3) Management: This LLP shall be managed exclusively by Richard Gomes.

(4) Members' Percentage Interests: A member's percentage interest in this LLP shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLP.

(5) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLP. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase

"majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLP.

(6) Compensation: Members shall not be paid as members of the LLP for performing any duties associated with such membership, including management of the LLP. Members may be paid, however, for any services rendered in any other capacity for the LLP, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLP shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLP is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLP's records book after the meeting.

(8) Membership Certificates: This LLP shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLP. Each certificate shall show the name of the LLP, the name of the member, and state that the person named is a member of the LLP and is entitled to all the rights granted members of the LLP under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLP. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLP under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLP. The records book of this LLP shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLP's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLP.

III. TAX AND FINANCIAL PROVISIONS

(1) Tax Classification of LLP: The members of this LLP intend that this LLP be initially classified as a **corporation** for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax

treatment of this LLP by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLP shall be December. The LLP shall use the cash method of accounting. Both the tax year and the accounting period of the LLP may be changed with the consent of all members if the LLP qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLP is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLP in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLP including extension, a copy of the LLP's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLP, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns.

(5) Bank Accounts: The LLP shall designate one or more banks or other institutions for the deposit of the funds of the LLP, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLP shall be designated with the consent of all members to deposit and withdraw funds of the LLP, and to direct the investment of funds from, into and among such accounts. The funds of the LLP, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLP.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) Withdrawal of Members: A member may withdraw from this LLP by giving written notice to all other members at least 60 days before the date the withdrawal is to be effective.

(2) Restrictions on the Transfer of Membership: A member shall not transfer his or her membership in the LLP unless all non-transferring members in the LLP first agree to approve the admission of the transferee into this LLP. Further, no member may encumber a part or all of his or her membership in the LLP by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLP. Any sale of LLP membership must first be offered to existing members of the LLP.

V. DISSOLUTION PROVISIONS

(1) Events That Trigger Dissolution of the LLP: The following events shall trigger dissolution of the LLP, except as provided:

(a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 60 days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLP, in which case the LLC shall not dissolve;

(b) the expiration of the term of existence of the LLP if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;

(c) the written agreement of all members to dissolve the LLP;

(d) entry of a decree of dissolution of the LLP under state law.

VI. GENERAL PROVISIONS

(1) Officers: The LLP may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLP. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLP as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLP for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLP shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLP's financial transactions. A list of the names and addresses of the current membership of the LLP also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLP.

Copies of the LLP's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLP's tax returns for the preceding three tax years shall be kept at the principal business address of the LLP. A statement also shall be kept at this address containing any of the following information that is applicable to this LLP:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLP by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLP;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLP will terminate under provisions in the LLP's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLP without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLP upon reasonable notice to the LLP. Copying of the LLP's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLP are authorized to perform all acts necessary to perfect the organization of this LLP and to carry out its business operations expeditiously and efficiently. The Secretary of the LLP, or other officers, or all members of the LLP, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLP to transact specific items of business on behalf of the LLP.

(4) Indemnification: The LLP shall indemnify the Member and those authorized officers, agents, and employees of the LLP identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLP, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLP may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLP of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLP.

(5) Mediation and Arbitration of *Disputes Among Members:* In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

RAR3 LLP

Partnership Agreement

RAR3 LLP is opening a Franchise PS TACO located at 283 South McGregor Ave Mobile LA 36608 Opening is approximately April 2023.

Based on $180,000 Initial Investment shareholders shares will be as follow:

- 51% Share

Sana S Mangrio

6762 Biltmore Ct, Mobile Al 36695

Email: sdsana 2020@yahoo.com

- 25% Share

Ronotosh Das

4113 Blue HeronRidge Place Mobile Al 36693

Email: Titho03@yahoo.com

- 24% Share

Richard Gomes

2905 Quail Creek Run Mobile Al 36695

Email: Rcgomes72@gmail.com

(6) Governing Law: This Agreement shall be governed by, and interpreted an enforced in accordance with, the substantive laws of the State in which the LLP was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLP, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLP as well as any and all additional parties who became members of this LLP after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLP.

(8) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

(9) Ownership Percentage: Members ownership percentage is as follows:

Sana S Mangrio 51% Ronotosh Das 25% Richard Gomes 24%

VII. SIGNATURES OF MEMBERS

Execution of Agreement: In witness whereof, the members of this LLP sign and adopt this agreement as the operating agreement of this LLP.

Date: 9/27/2022

Signature: _____

Printed Name: SANA S MANGRIO, Member

Date: 9.27.2022

Signature: _____

Printed Name: RONOTOSH DAS, Member

Date: 9/27/2022

Signature: _____

Printed Name: RICHARD GOMES, Member

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Email:

- 25% Share

Ronotosh Das

Email:

- 24% Share

Richard Gomes

Email:

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-27-2022

Employer Identification Number:
92-0482618

Form: SS-4

Number of this notice: CP 575 A

RAR3 LLP
% RAR3 LLP
2905 QUAIL CREEK RUN
MOBILE, AL 36695

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0482618. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2023
Form 940	01/31/2024
Form 1120	04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

RAR3 LLP
283A S MCGREGOR AVE
MOBILE, AL 36608-2340

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011629213	04/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Heathington

Deputy Commissioner

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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 Type	License Type	
RESTAURANT	020 - RESTAURANT RETAIL LIQUOR	
Legal Business Name	**Trade Name (DBA)**	
RAR 3 LLP	PS TACO	
Physical Address of Business (Street Name, Suite #)	**Building Square Footage**	**Building Stand alone or attached**
283 SOUTH MCGREGOR AVE	1989 sqft	attached
City / **State** / **Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
MOBILE / AL / 36608	YES	

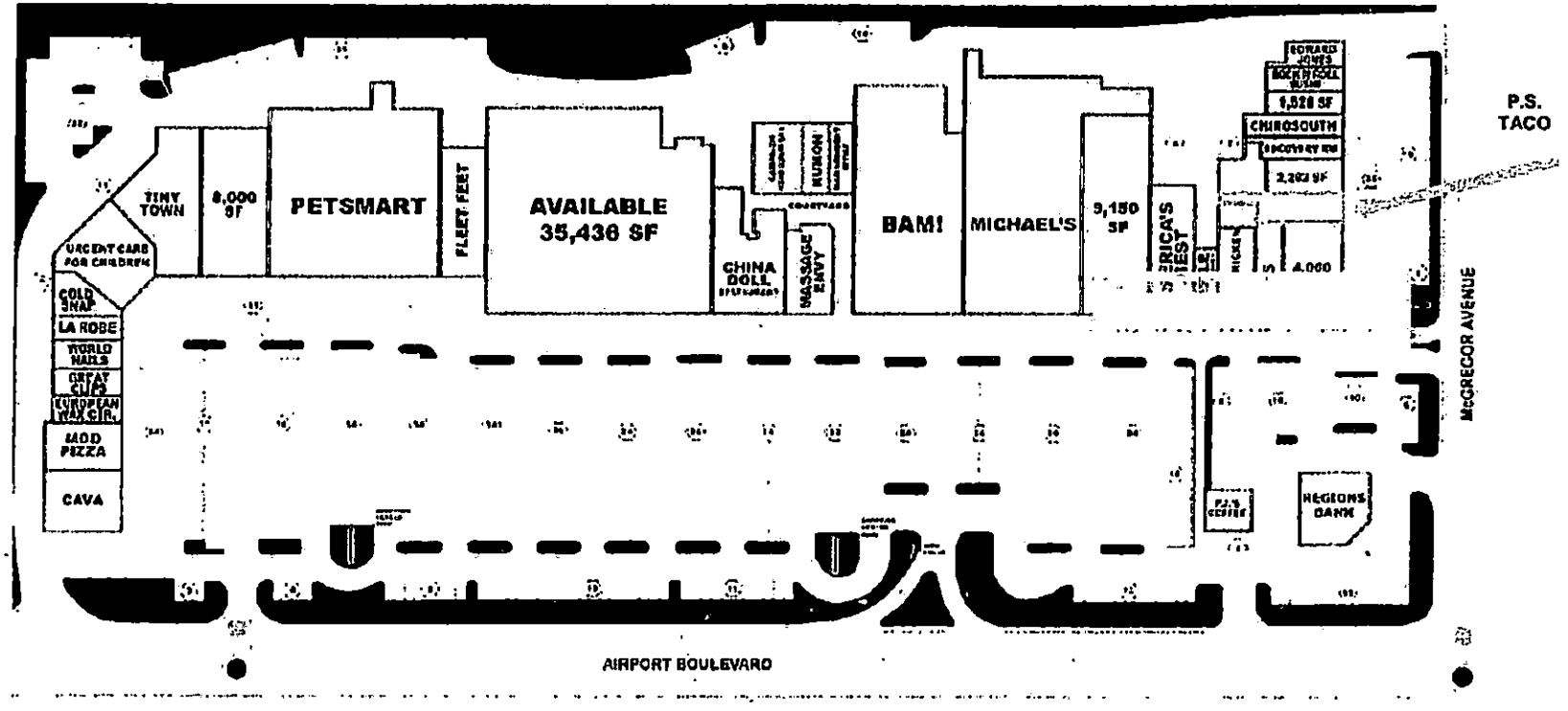
Business Contact Person			
Name	**Title**	**Phone**	**Email**
RICHARD GOMES	MEMBER	251-281-5[illegible]	

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
7+	7	Yes	B-2	Yes
Comments				
Print Name	**Signature**		**Date**	
Logan Anderson	L. Logan Anderson		04/04/2023	

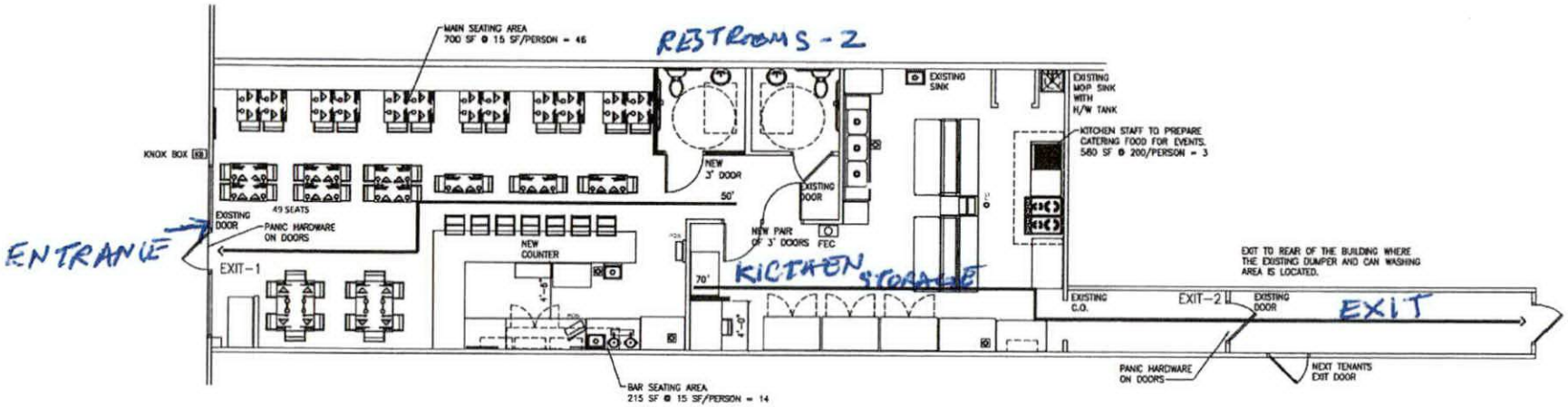
EXHIBIT A

SITE PLAN

SITE LOCATION



06608199.7



A G-103 LIFE SAFETY FLOOR PLAN

SCALE: 1/4"=1'-0"

HEATED/COOLED SF 1,600

LIFE SAFETY CODE LEGEND

- PATH OF EGRESS
- FEC — FIRE EXTINGUISHER CABINET
- EXIT LIGHT, W/ BATTERY OPERATED EMERGENCY LIGHT
- EMERGENCY LIGHT
- KNOX BOX

ACCORDING TO THE ADA STANDARDS NEITHER THE EXTINGUISHER HANDLE NOR THE CABINET HANDLE CAN BE MOUNTED HIGHER THAN 48" AFF FOR APPLICATIONS WHICH ALLOW FOR ONLY A FORWARD APPROACH IN A WHEELCHAIR TO THE OBJECT; AND NO HIGHER THAN 54" AFF, FOR THOSE APPLICATION WHICH ALLOW FOR A PARALLEL APPROACH.

P.S. TACO. CO.
283 S McGREGOR AVE
MOBILE, AL 36608

3/16/2023

PCDA ARCHITECTURE

754 Saint Louis Street
Mobile, Alabama 36602
(251) 432-3480

PS Taco Restaurant
Pine Brook Shopping Center
3964 Airport Blvd., Suite 283
MOBILE, AL 36608

Sheet Title: LIFE SAFETY FLOOR PLAN

Project Number: 2023.08

Date: January 20th, 2023

Drawn By: TEH

Checked By: PCD

Sheet No: G-103

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol 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

Ownership Type	Company Name
Leased space to RAR3 LLP TENANT	Pinebrook Investment, LLC Lessor

The above described property is Leased space to RAR3 LLP TENANT to/by Pinebrook Investment, LLC Lessor

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 8th day of March 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Edna H. Delchamps	Edna H. Delchamps	11/16/2026

Notary Stamp

EDNA H. DELCHAMPS NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
Owner of Property (Signature)	Applicant Name (Signature)
3964 Airport BLVD. Address	Address
Mobile AL 36608 City, State, Zip	City, State, Zip
March 8, 2023 Date Agreement Signed	Date Agreement Signed
	3/8/2023

PINEBROOK SHOPPING CENTER LEASE

Airport Boulevard and McGregor Avenue
Mobile, Alabama

THIS LEASE, dated for reference purposes on January 18, 2023 (the "Effective Date"), is entered into by and between **PINEBROOK INVESTMENT, LLC**, an Alabama limited liability company ("Landlord"), and ~~RAR 3~~ **LLP**, an Alabama limited liability partnership dba P.S. TACO ("Tenant"). Each of the parties to this Lease acknowledges the receipt of a valuable consideration from the other and that it is entering into this Lease in further consideration of the promises and undertakings of the other as herein stated.

RAR3e

WTG William T. Gilead FQ

ARTICLE 1
DESCRIPTION

Section 1.1 Premises.

a. Landlord leases to Tenant, and Tenant rents from Landlord, the premises located at 283 S. McGregor Ave., Mobile, AL 36608 containing 1,989 square feet (the "Premises") in the PineBrook Shopping Center situated at the intersection of Airport Boulevard and McGregor Avenue ("Shopping Center") in Mobile, Alabama, together with the right in common with others to use, subject to the terms and conditions of this Lease, the automobile parking areas, driveways, service roads and other common facilities of the Shopping Center as from time to time may be designated by Landlord.

b. A layout for the Premises in the form of a floor plan drawing that indicates the interior walls of the Premises and a site plan that indicates the contemplated location of the Premises within the Shopping Center are attached hereto. The building floor plan and site plan attached hereto as Exhibit A are not representations as to the location of any other tenant or continued locations of any other tenant or the parking areas, service drives and service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving all or any buildings located in the Shopping Center, electrical gutters serving all or any buildings located in the Shopping Center, and such other portion or portions of the Shopping Center as may from time to time be designated or treated by Landlord as part of the common areas, as well as drainage facilities and lighting facilities servicing any one or more of the aforesaid areas (collectively, the "Common Areas"); Landlord reserves the right to modify and relocate such areas while providing Tenant with reasonable access to the Premises.

c. Landlord and Tenant agree that, for purposes of this Lease and determining the Minimum Rent and Additional Rent (each hereinafter defined) due hereunder, the Premises contains 1,989 square feet. Landlord and Tenant further acknowledge and agree that the area of the Premises has been or shall be computed by measuring to and from the center of permanent demising walls that separate the Premises from adjoining premises, and the exterior front, rear or side walls which do not have adjoining leasable premises, with no deductions being made for vertical floor penetrations or columns.

d. Tenant acknowledges and agrees that it is accepting the Premises in "As Is Where Is" condition, and that Landlord has no obligations to undertake or cause to be undertaken any alterations or to construct any improvements to the Premises or the Shopping Center except as expressly provided in this Lease. On the date on which Landlord delivers possession of the Premises to Tenant with the Landlord's Work substantially completed, as set forth in Exhibit B-1 attached hereto (the "Delivery Date"), Tenant agrees to accept possession thereof and to proceed with due diligence to perform Tenant's Work; to install its fixtures, furniture, and equipment in the Premises; and to open for business for the Permitted Use.

Public Hearing on Application for Alcohol Licenses

A. 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 governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. 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.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5573
Business Name	RAR3 LLP
Company DBA	PS TACO
Business Address	283 SOUTH MCGREGOR AVENUE 36608
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	04.04.2023
Agenda Meeting Date	04.18.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

City of Mobile Alcoholic Beverage License Application

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, if issued a license 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 officer of the State, County or Municipality in which the licensed premises are located to enter and search without 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 or not, at any time. 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 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 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 without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing 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 herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
RICHARD GOMES	03-08-2023.
Owner/Applicant Signature	**Title**
	MEMBER.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:00 PM

R E S O L U T I O N

Sponsored by: Councilmember Gregory

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

Type of application:	Special Events Retail Liquor License
Submitted by:	Broman, LLC
Location:	LS Charitable Cornhole 6500 John Counts Road Mobile, AL 36688

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5573

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 04.04.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

140 - SPECIAL EVENTS RETAIL

(Type of License)

TO: *BROMAN LLC*

Trade Name: LS CHARITABLE CORNHOLE TOURNAMENT

Location: 6500 JOHN COUNTS ROAD MOBILE AL 36688

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
SPECIAL EVENT
DATE 04.29.2023 10a-4p
LOCATION: UNIVERSITY OF SOUTH AL
PRACTICE FACILITY

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

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
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DISTRICT 6

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SPECIAL EVENT
DATE 04.29.2023 10a-4p
LOCATION: UNIVERSITY OF SOUTH AL
PRACTICE FACILITY

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 04.18.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5573

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

BROMAN LLC has filed application with the City of
(Name of Applicant)

140 - SPECIAL EVENTS RETAIL

Mobile Revenue Department for a _____
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *BROMAN LLC*

TRADE NAME: LS CHARITABLE CORNHOLE TOURNAMENT

LOCATED AT: 6500 JOHN COUNTS ROAD MOBILE AL 36688

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: NOELL C BROUGHTON PHONE#: 251.767.2133

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 04.04.2023
Application No: 5573

Type License: ***140 - SPECIAL EVENTS RETAIL***

Type License: ***N/A***

Name of Applicant(s) ***BROMAN LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
BROUGHTON, NOELL CARTER	MEMBER	05.23.1973 MOBILE AL	
SHIPMAN, DAVID MICHAEL	MEMBER	01.28.1968 TUPELO MS	

Corporate information: 6699 1479 (Enter book & page or document info) Date: 09.20.2010 (Incorporation or Authority) County: MOBILE

Trade Name ***LS CHARITABLE CORNHOLE TOURNAMENT***

Location 6500 JOHN COUNTS ROAD MOBILE AL 36688

Mailing Address 266 DAUPHIN STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? SPECIAL EVENT

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

YES ... DEBRIS RESTAURANT LLC - 276 DAUPHIN STREET; 555 DAUPHIN LLC (GRACE) - 555 DAUPHIN STREET;

AIRPORT LUCKY (LUCKY IRISH PUB) - 3692 AIRPORT BLVD; NOSHIP LLC (LUCKY IRISH PUB) - 1108 SHELTON BEACH ROAD SARALAND

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If **YES**, explain in Law violation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision 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 regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should 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 of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**

COUNTY OF MOBILE **TITLE** MEMBER **DATE** 04.04.2023

The undersigned BROMAN LLC - NOELL C BROUGHTON
(Name of applicant or member if Partnership or Association)

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

Signature of Affiant

Sworn to and subscribed before, me this 4th day of APRIL Year 2023

R Shawn Skinner
SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama · State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person NOELL C BROUGHTON E-mail: NOELLBROUGHTON@YAHOO.COM

Phone Number: Home: 251.767.2133 Cell: 251.767.2133 Bus: 251.767.2133

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 250 License premises includes patio area *YES*

Square Footage 10000

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
BROUGHTON, NOELL CARTER	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant: _____

Lease /Property Ownership

Name of Property Owner/Lessor: UNIVERSITY OF SOUTH ALABAMA 251.460.7858

Address of Property Owner/Lessor: 307 NORTH UNIVERSITY BLVD MOBILE AL 36688

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) NCB

CITY OF MOBILE

REVENUE DEPARTMENT

April 4, 2023

SPEC EVNT - LS CHARITABLE CORNHOLE TOURN

266 DAUPHIN STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 999975 TERRITORY 7

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1528021	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$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

033102-0001 VALERIE D 04/04/2023 08:08AM

BUSINESS LICENSE
BROMAN LLC
999975
2023 Item: 1528021
ALCOHOL APPLICATION
FEE

Principal	50.00
Interest	0.00
	50.00

Subtotal	**50.00**
TP CC FEE	5.00
Total	**55.00**
REVENUE CC	55.00

**********6607
Ref=71ae7d3a-d164-4a7e-baec-3e237076b34b
Auth=090843

Change due **0.00**

Paid by: NOEL BROUGHTON / BROMAN LLC

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED*. Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
3/28/23			

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number

License Type applied for with Alabama ABC Board	
SPECIAL EVENT LICENSE	

Business Information

Business Description/Activity	Other Explain
LS CHARITABLE CORNHOLE TOURNAMENT -	FUNDRAISING

Legal Business Name	Trade Name (DBA)
BROMAN, LLC	THE BRICKYARD

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	9/16/10	307 N. UNIVERSITY BLVD.

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
266 DAUPHIN ST.	MOBILE	AL	36688

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
MOBILE	AL	36602	266 DAUPHIN ST.

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
266 DAUPHIN ST.	MOBILE	AL	36602

City	State	Zip Code	Business Phone Number	Building Type
MOBILE	AL	36602	(251) 767-2133	

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(251) 767-2133	27-3555487	R007228439	

Business Contact Person Information

Name	Title	Phone	Email
NOELL BROUGHTON	MEMBER	(251) 767-2133	NOELBROUGHTON@YAHOO.COM

Land/Building Information

Do you own or rent/lease the property?

Property Owner Name	Do you have a legal description of property?
UNIVERSITY OF SOUTH ALABAMA	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
307 N. UNIVERSITY BLVD.	(251) 460-7858	JSWILLIAMSC@SOUTHALABAMA.EDU

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
MOBILE	AL	36688		

Fully equipped & operational kitchen	NO	Equipped with table and chairs	NO
If NO, any food served (if YES explain below)		Equipped for on premise consumption	
Habitually used for providing food to public	NO	Restroom Facilities YES	Patio Area YES

Skinner, Shawn

From: Noell Broughton <noellbroughton@yahoo.com>
Sent: Wednesday, March 29, 2023 9:27 AM
To: Skinner, Shawn
Subject: Re: Special Event License

CAUTION: External Email

Name : LS Charitable Cornhole Tournament
Location: The Practice Facility at
USA.
307 N University Blvd
Mobile, AL 36688
Date : April 29, 2023
10am - 4pm
Purpose: Raising money for cancer awareness in the name of Law Stuart

Sent from my iPhone

> On Mar 29, 2023, at 6:38 AM, Skinner, Shawn <shawn.skinner@cityofmobile.org> wrote:
>
> Event Name
> Event Location
> Event Date(s)
> Purpose of Event
>
> <image001.png>
>
> **From:** Noell Broughton <noellbroughton@yahoo.com>
> **Sent:** Tuesday, March 28, 2023 10:12 PM
> **To:** Skinner, Shawn <shawn.skinner@cityofmobile.org>
> **Subject:** Special Event License
>
> CAUTION: External Email

Hey Shawn. Will you please send me a special event liquor license application? I have an event on 4/29 that I am trying to get the info in asap.
Thanks for all your help!

Noell Broughton
(251)767-2133
<Binder1.pdf>

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230331105902388

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

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

Trade Name: LS CHARITABLE CORNHOLE TOURNAMENT **Filing Fee:** $50.00

Applicant: BROMAN LLC **Transfer Fee:**

Location Address: 6500 JOHN COUNTS ROAD MOBILE, AL 36688

Mailing Address: 266 DAUPHIN ST MOBILE, AL 36602

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 6699 1479

Do you sell Draft Beer?:

Date Incorporated: 09/20/2010 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 09/20/2010

Federal Tax ID: 27-3555437 **Alabama State Sales Tax ID:** R007228439

Name:	Title:	Date and Place of Birth:	Residence Address:
DAVID MICHAEL SHIPMAN	MEMBER	1/28/1968 TUPELO MS	
NOELL CARTER BROUGHTON	MEMBER	05/23/1973 MOBILE AL	

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? YES
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: NOELL BROUGHTON
Business Phone: 251-767-2133
Fax:

Home Phone: 251-767-2133
Cell Phone: 251-767-2133
E-mail: NOELLBROUGHTON@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230331105902388

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: UNIVERSITY OF SOUTH ALABAMA 251-460-7858
What is lessors primary business? EDUCATION
Is lessor involved in any way with the alcoholic beverage business? YES
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: 10000 Display Square Footage:
Building seating capacity: 250 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230331105902388

Initial each — **Signature page**

Initial each	
NB	In reference to law violations, I attest to the truthfulness of the responses given within the application.
NB	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
NB	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.
NB	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.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
NB	In accordance with Alabama Rules & Regulations 20-X-6-.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.
NB	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.
NB	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): Nasu Brockton

Signature of Applicant:

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/11/25

Application Taken: 3/31/23 **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: 20230331105902388

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club

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

Special Retail

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

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

Special Events / Special Retail (7 days or less)

Starting Date: 04/29/2023 Ending Date: 04/29/2023
Special terms and conditions for special event/special retail:
THIS EVENT WILL TAKE PLACE ON 4/29/2023 AT THE OPEN AIR FACILITY(PRACTICE FACILITY) AT THE UNIVERSITY OF SOUTH ALABAMA. ONLY BEER WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED AND THIS IS A NON RENEWABLE LICENSE

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the 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?: NOELL BROUGHTON HAS OTHER ABC LICENSES. GRACE, LUCKYS, DUBRIS
Are there any special restrictions, instructions, and/or conditions for this license?: THIS EVENT WILL TAKE PLACE ON 4/29/2023 AT THE OPEN AIR FACILITY(PRACTICE FACILITY) AT THE UNIVERSITY OF SOUTH ALABAMA. ONLY BEER WILL BE SERVED. THE ENTRANCE/EXITS WILL BE CONTROLLED AND THIS IS A NON RENEWABLE LICENSE
Is the lessor involved in any way with the alcohol beverage business?: ARAMARK

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
BROUGHTON, NOEL CARTER	MEMBER	MANAGING

Race	Sex	Date of Birth	Home Address
W	M	5/23/73	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		MOBILE	AL	36604

Place of Birth (City, State, Nation)	Mobile Number	Email
MOBILE, AL USA	(251) 767-2133	NOELBROUGHTON@YAHOO.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	DEBRIS RESTAURANT, LLC	DEBRIS	
	555 OPELIKA, LLC	GRACE	
	AIRPORT LUCKY	LUCKY IRISH PUB	
	NOSHIP, LLC	LUCKY IRISH PUB	

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
SHIPMAN, DAVID MICHAEL	MEMBER	

Race	Sex	Date of Birth	Home Address
W	M	1/28/68	11184 FOREST CT.

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		DAPHNE	AL	36526

Place of Birth (City, State, Nation)	Mobile Number	Email
TUPELO, MS USA	(251) 455-1010	DSHIPDOG@AOL.COM

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	DEBRIS RESTAURANT, LLC	DEBRIS	
	SSS DAUPHIN, LLC	GRAZE	
	ADDERHOLT, LLC	LUCKY IRISH PUB	
	NOSITO, LLC	LUCKY IRISH PUB	
			6571

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

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 Type	License Type
OTHER (explain)	140 - SPECIAL EVENTS RETAIL
Legal Business Name	**Trade Name (DBA)**
BROMAN LLC	LS CHARITABLE CORNHOLE TOURNAMENT
Physical Address of Business (Street Name, Suite #)	**Building Square Footage** / **Building Stand alone or attached**
307 NORTH UNIVERSITY BLVD (PRACTICE FACILITY)	STAND ALONE

City	State	Zip Code	Did you include the *REQUIRED* drawing with this sheet?
MOBILE	AL	36688	YES ... DRAWING ATTACHED

Business Contact Person

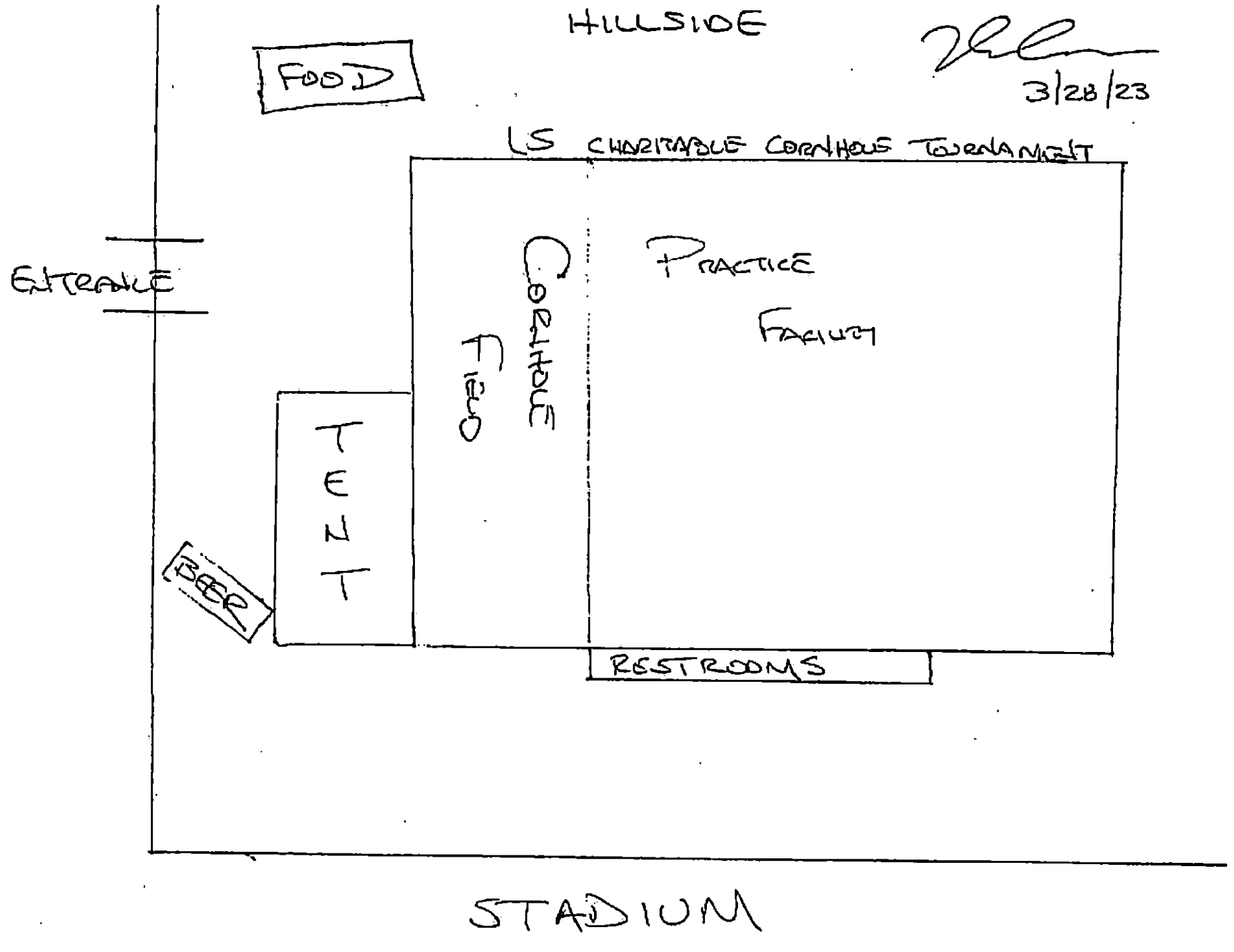
Name	Title	Phone	Email
NOELL C BROUGHTON	MEMBER	(251) 767-2133	NOELLBROUGHTON@YAHOO.COM

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved

Comments

Print Name	Signature	Date


HILLSIDE
FOOD
3/28/23
LS CHARITABLE CORNHOLE TOURNAMENT
ENTRANCE
CORNHOLE FIELD
PRACTICE FACILITY
TENT
BEER
RESTROOMS
STADIUM

City of Mobile Alcoholic Beverage License Application

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, if issued a license 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 officer of the State, County or Municipality in which the licensed premises are located to enter and search without 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 or not, at any time. 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 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 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 without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing 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 herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
NOELL BROUGHTON	3/28/23
Owner/Applicant Signature	**Title**
	OWNER

20100317167 Book-6699 Page-1475
Total Number of Pages: 3

Articles of Organization

of

BroMan, LLC

an Alabama Limited Liability Company

PURSUANT to the provisions of §10-12-1 *et seq.* of the Code of Alabama (1975), the undersigned hereby adopts the following Limited Liability Company Articles of Organization:

ARTICLE 1
Name

The name of the Limited Liability Company shall be **BroMan, LLC**, an Alabama Limited Liability Company (hereinafter "Company").

ARTICLE 2
Duration

The Company shall have perpetual duration, unless the Company is dissolved and its affairs finalized in accordance with the provisions of the Alabama Limited Liability Act ("the Act").

ARTICLE 3
Purpose(s)

The purposes for which the Company is formed are:

(a) to operate a nightclub, and/or

(b) to engage in any other lawful act(s) or activities for which limited liability companies may be organized pursuant to the Act.

ARTICLE 4
Registered Office; Registered Agent

The mailing address of the initial registered office of the Company shall be:

266 Dauphin Street, Mobile, Alabama 36602

and the registered agent at such address shall be: **Noell Broughton.**

ARTICLE 5
Initial Members

The names and addresses of the only two (2) initial members of the Company are:

Noell Broughton
53 N. Ann St., Mobile, AL 36604
&
David Shipman
P.O. Box 6521, Mobile, AL 36660

ARTICLE 6
Admission of Additional Members

Upon unanimous written consent of the above members or in the event there is one member upon written consent of the one member, the Company may permit the admission of additional members and the terms and conditions of their membership shall be as set forth in the Company's Operating Agreement.

ARTICLE 7
Cessation of Membership

The cessation of the membership of one or more members shall not result in the dissolution of the Company.

ARTICLE 8
Continuation of Business

The Company may be reconstituted and the business of the Company may be continued following an event of dissociation which terminates the membership of a member of the Company if (a) there are at least two (2) remaining members or at least one (1) remaining member and a new member is admitted and (b) the business of the Company is continued by the written consent of all the remaining

members within ninety (90) days after the occurrence of the event of dissociation.

IN WITNESS WHEREOF these Articles of Organization have been subscribed as of this 16th day of **SEPTEMBER, 2010** by the undersigned members who affirm by their signatures below that the statements made herein are true under the penalties of perjury.

Noell Broughton, member — Date: 9/16/10

David Shipman, member — Date: 9/16/10

STATE OF ALABAMA §

COUNTY OF MOBILE §

I, Davida Wright Williams, the undersigned authority, a notary public in and for said State and County, do hereby certify that **Noell Broughton** and **David Shipman**, whose names are signed to the foregoing Articles of Organization and who are known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Organization, they both executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 16th day of SEPTEMBER, 2010.

NOTARY PUBLIC

My Commission Expires: 12-10-13

THIS DOCUMENT PREPARED BY :
Scott Soutullo (SOU004)
SCOTT SOUTULLO, PC LAW FIRM
P.O. Box 2125
Mobile, Alabama 36652
Phone: (251) 391-1212
Email: scott@lawyerscott.com

State of Alabama, Mobile County
I certify this instrument was filed on:
September 16, 2010 2:12:13 PM
RECORDING FEE 30.00
D.A. FEE 5.00
RECORDING FEES 1.00
TOTAL AMOUNT 36.00
20100953767
Don Davis, Judge of Probate

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-28-2010

Employer Identification Number:
27-3555437

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

BROMAN LLC
NOEL BROUGHTON MER
266 DAUPHIN ST
MOBILE, AL 36602

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-3555437. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 01/15/2011

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Logout

Home

Back

Help

Confirmation

Thank you!

Please review the payment request information below for your payment to the Alabama Department of Re
You may want to print a copy for your records.

Your Payment request number is **1-336-138-752**

Paid For	Sales Tax SLS-R007228439 BROMAN LLC Monthly Filing: July 2013
Paid From:	HANCOCK BANK ****4442
Payment Amount:	$1,223.53
Payment Date:	20-Aug-2013
Submitted Date	13-Aug-2013 2:53 PM

This is only the payment request. It is your responsibility to review your bank statement to confirm that the

OOPS? If you want to make a change, it is not too late. While a payment is still pending, you can cancel

Contact Us:
Alabama Department of Revenue
50 N. Ripley
Montgomery, AL 36132

(334) 242-1460 or
1-866-376-6631

OK | Print Confirmation

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/18/2023

Renewal Date of Contract:

4/18/2023

Funding Source

Project # 1704 Butler Street - ME-136-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1704 Butler Street	Cover Memo	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/13/2023 - 12:36 PM
City Clerk	Gauthier, Lana	Approved	4/13/2023 - 3:21

PM

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 **1704 Butler 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 **1704 Butler Street** described as:

LOTS 2O 21 & 24 BLK 4 LINCOLN PK SUB MBK 4/260 #SEC 44 T7S R3W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 079

Last Assessed to: SADIE GAMBLE

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 18, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1704 BUTLER STREET** OWNED BY OR MAY HAVE AN INTEREST: **SADIE GAMBLE,** 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 0 012 079
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1704 BUTLER ST

Property Details

PARCEL KEYX	00660261	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	~~N~~ Y	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-15	COMMENTS	

Property Score

SCORE ~~38~~ 58

SCORE DISCRIPTION **Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 5-24-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

Property Address: 1704 Butler Street **District No:** 1

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

MOBILE
ALABAMA

Sadie Gamble
552 N Grande View Trail
Maylene, Alabama 35114-6051

February 21, 2023

RE: **1704 Butler Street**
Project Number: ME-136-22

Dear Sadie Gamble:

On January 5, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1704 Butler Street.

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

LOTS 2O 21 & 24 BLK 4 LINCOLN PK SUB MBK 4/260 #SEC 44 T7S R3W #MP29 02 44 0 012

Parcel Number: 29 02 44 0 012 079

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

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

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

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

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

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

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

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

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

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

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

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1704 BUTLER STREET** **AGENDA PHOTOS / DW**





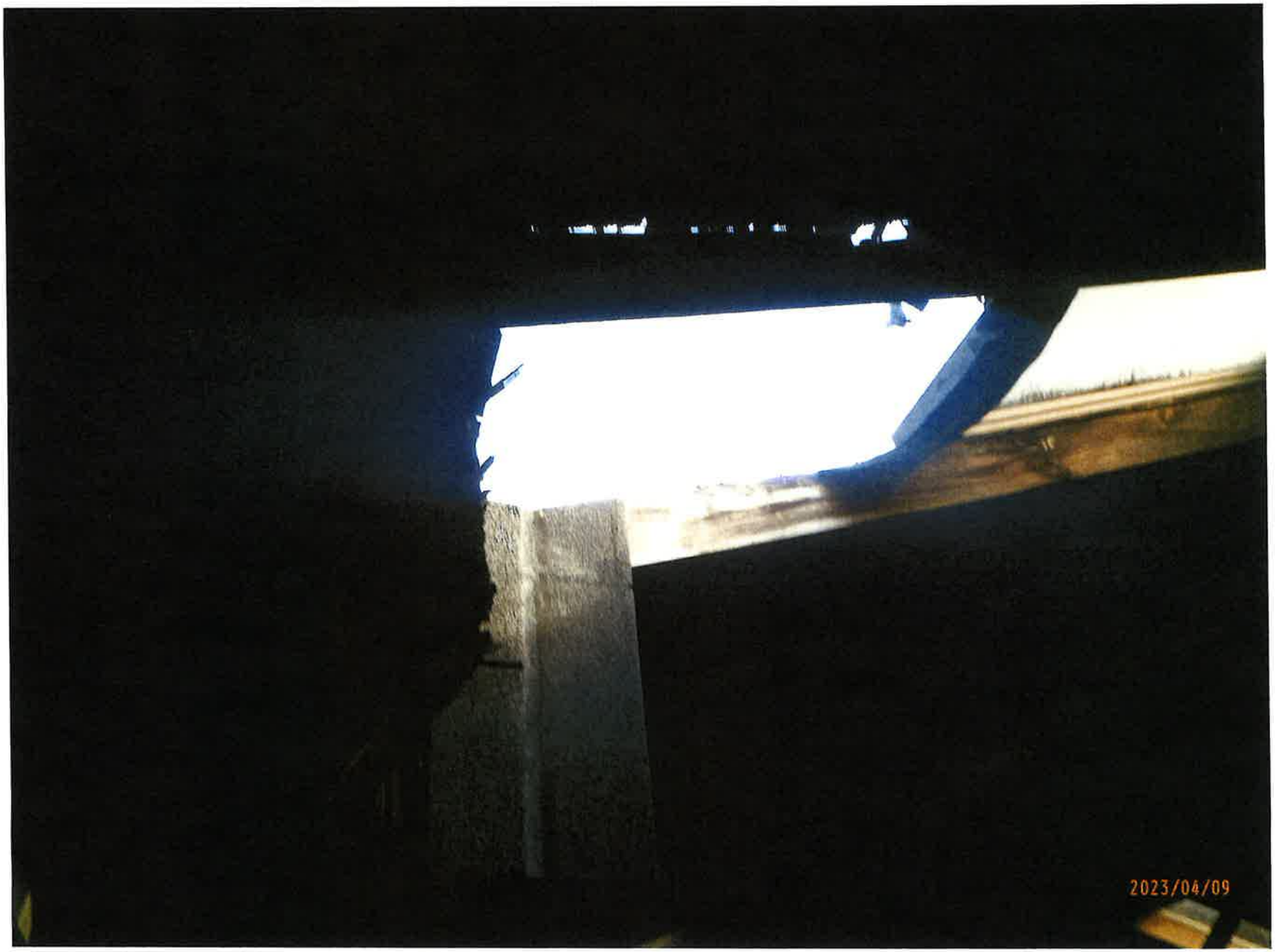
NUISANCE ABATEMENT **1704 BUTLER STREET** **AGENDA PHOTOS / DW**




2023/04/09


2023/04/09


2023/04/09


2023/04/09


2023/04/09


2023/04/09


2023/04/09


2023/04/09




2023/04/03

Affidavit of Mailed Notice

Date: April 18, 2023

State of Alabama
County of Mobile

Subject Property – 1704 Butler Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1704 Butler Street Date: October 21, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 17, 2022

Per the Title Report, the owner is: Sadie G. Gamble

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Sadie Gamble 552 N Grande View Trl Maylene AL 35114-6051	Owner Phone number 205-215-1466 Phone number 205-681-7649
2	Owner 1704 Butler St Mobile AL 36617	Subject Address

TAX STATUS: CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages

LaSalle Bank Nation Association PO Box 2606 Birmingham AL 35202	Bk6296 pg645 Mortgagee is Sadie Gamble Loan 0013194113/Gamble File No: 226.0721374AL/DDC

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Cory Penn - District 1

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:
N/A

Effective Date of Contract:
4/18/2023

Renewal Date of Contract:
4/18/2023

Funding Source

Project # 1767 LeGrande Drive - ME-075-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1767 LeGrande Drive	Cover Memo	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/13/2023 - 12:35 PM
City Clerk	Gauthier, Lana	Approved	4/13/2023 - 3:21

PM

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 **1767 LeGrande Drive** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 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 **1767 LeGrande Drive** described as:

LOT 1 BEAU TERRA SUB 3RD UNIT MBK 9 P 173 #SEC 01 T4S R2W #MP28 01 01 3 000

Parcel Number: 28 01 01 3 000 047

Last Assessed to: PAYNE, GWENDOLYN CRAIG

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 18, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1767 LEGRANDE DRIVE** OWNED BY OR MAY HAVE AN INTEREST: **PAYNE, GWENDOLYN CRAIG,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 01 01 3 000 047
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1767 LE GRANDE DR

Property Details

PARCEL KEYX	00424268	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-25	COMMENTS	

Property Score

SCORE	54	SCORE DISCRIPTION	Demo

Notes

F.C

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 7/11/22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 02/21/2023

Property Address: 1767 LeGrande Drive **District No:** 1

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Gwendolyn M Craig
377 Rylands Street
Mobile, Alabama 36603-5419

February 21, 2023

RE: **1767 Le Grande Drive**
Project Number: ME-075-22

Dear Gwendolyn M Craig:

On February 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1767 Le Grande Drive.

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

LOT 1 BEAU TERRA SUB 3RD UNIT MBK 9 P 173 #SEC 01 T45 R2W @MP28 01 01 3 000

Parcel Number: 28 01 01 3 000 047

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 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 8, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 8, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**





NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**




2023/04/09

NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1767 LEGRANDE DRIVE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: April 18, 2023

State of Alabama
County of Mobile

Subject Property – 1767 LeGrande Drive

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **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
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1767 LeGrande Drive Date: October 6, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 11, 2022

Per the Title Report, the owners are: Heirs at law of Deborah Ellis James (DOD 07/19/2019) No obit available

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Jacques J James 918 46th St N Birmingham AL 35212-2216	Heir/Son of Deborah Ellis James
2	Roshanda L James 304 Calhoun St Mobile AL 36603-5433	Heir/daughter of Deborah Ellis James
3	Brentz D James 18 S Catherine St Apt 15 Mobile AL 36604-1752	Heir/Son of Deborah Ellis James
4	Brentz D James 6680 Carol Plantation Rd Apt E6 Theodore AL 36582-1925	Secondary address
5	Mike S Nelson 4014 Seabreeze Rd N Mobile AL 36609-2381	Heir/Son of Deborah Ellis James Phone number 251-458-2077
6	Kenneth Rashawn James 911 Alba St Apt A Mobile AL 36605-4655	Heir/Son of Deborah Ellis James Phone number 251-725-1797
7	Owner 1767 LeGrande Dr Mobile AL 36618-1621	Subject Address

TAX STATUS: 2013 Tax Sale

8	Gwendolyn M Craig 377 Rylands St Mobile AL 36603-5419	2013 State tax deed #62847 dated 5/24/2019 unrecorded Phone number 251-307-9808

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Deborah E James, recorded in Probate Court on 05/31/2018, instrument # 2018029999

Weed Lien filed by the City of Mobile vs. Deborah E James, recorded in Probate Court on 03/09/2017, instrument # 2017013594

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Gwendolyn Payne recorded 8/11/2022 instrument number 2022052925

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/18/2023

Renewal Date of Contract:

4/18/2023

Funding Source

Project # 1815 Pleasant Avenue - ME-067-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1815 Pleasant Avenue	Cover Memo	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/13/2023 - 12:33 PM
City Clerk	Gauthier, Lana	Approved	4/13/2023 - 3:22

PM

RESOLUTION

Sponsored by: Council member 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 **1815 Pleasant Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1815 Pleasant Avenue** described as:

BEG 255 FT SWLY ALG SE/S PL EASANT AVE FROM ITS INTERSE CTION WITH SW/S ST STEPHENS RD TH SELY ALG NE BDRY OF JONES TRT DBK 151 PG 47 89 FT-S- TO S BDRY SD TRT TH SWLY ALG S BDRY 86 FT TH NW LY & PAR WITH N BDRY OF JON ES TRT 100 FT-S-M/L TO SE/ S PLEASANT AVE TH NELY ALG SD SE/S 84 FT TO POB BEG PART OF GRT SEC 44 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 105

Last Assessed to: HEIR OF MARY HOLDER, C/O ERIZA HOLDER

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 18, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1815 PLEASANT AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF MARY HOLDER, C/O ERIZA HOLDER,** 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 0 033 105
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1815 PLEASANT AVE

Property Details

PARCEL KEYX	00707587	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-12	COMMENTS	

Property Score

SCORE	58	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 7-18-22

Voted 4-1 to Demolition
(Historic vote to SECURE)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 02/21/2023

Property Address: 1815 Pleasant Avenue **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [ ] 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.
- [X] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 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

Heir of Mary Holder
C/O Eliza Holder
2000 Holleman Drive
Mobile, Alabama 36618-1407

February 21, 2023

RE: **1815 Pleasant Avenue**
Project Number: ME-067-22

Dear Eliza Holder:

On February 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1815 Pleasant Avenue.

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

BEG 255 FT SWLY ALG SE/S PL EASANT AVE FROM ITS INTERSE CTION WITH SW/S ST STEPHENS RD TH SELY ALG NE BDRY OF JONES TRT DBK 151 PG 47 89 FT-S- TO S BDRY SD TRT TH SWLY ALG S BDRY 86 FT TH NW LY & PAR WITH N BDRY OF JON ES TRT 100 FT-S- M/L TO SE/ S PLEASANT AVE TH NELY ALG SD SE/S 84 FT TO POB BEG PART OF GRT SEC 44 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 105

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 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 8, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 8, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


2023/04/09

NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



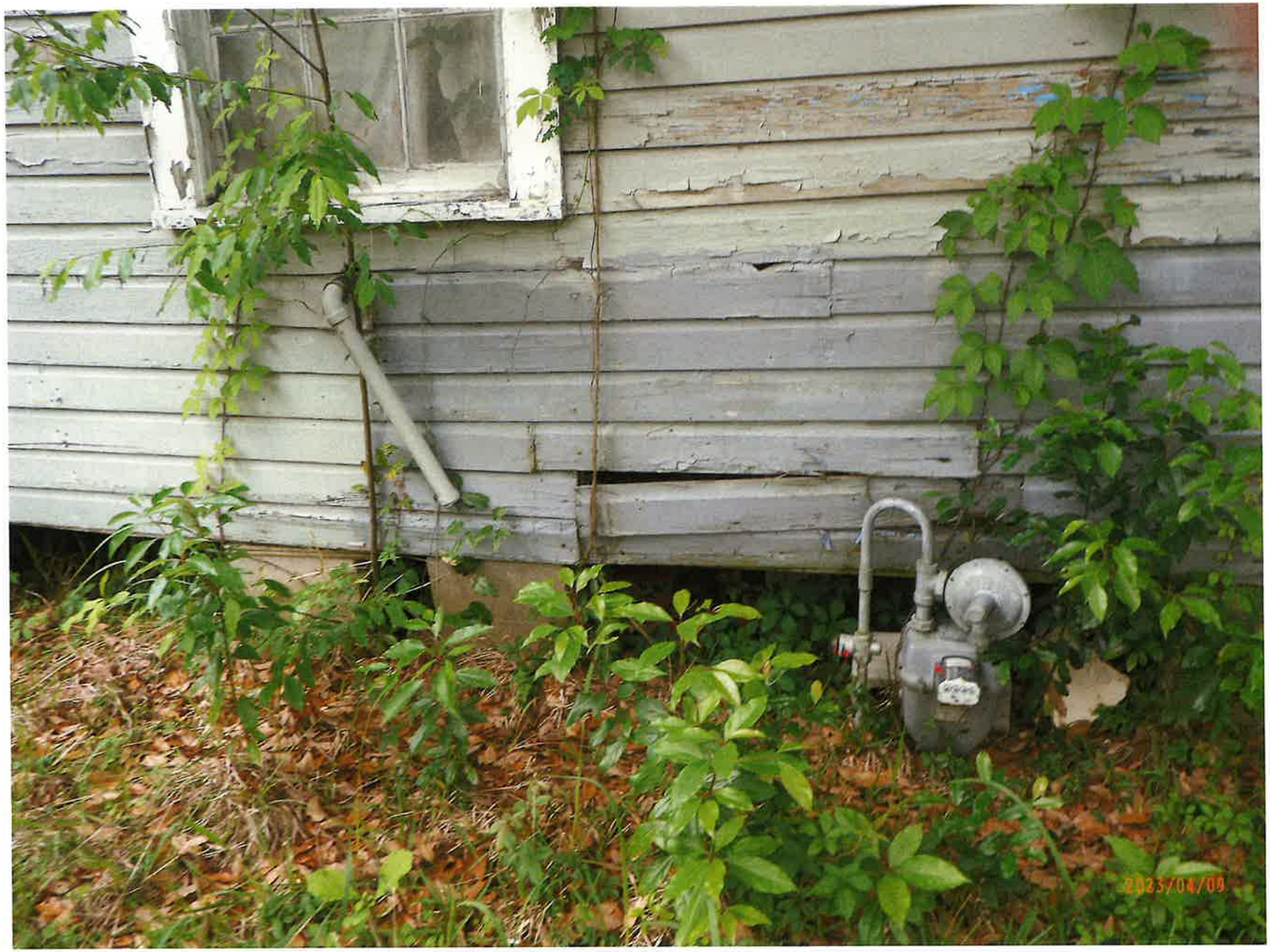
NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



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NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1815 PLEASANT AVENUE** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: April 18, 2023

State of Alabama
County of Mobile

Subject Property – 1815 Pleasant Avenue

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **10 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1815 Pleasant Avenue Date: October 11, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date:

Per the Title Report, the owners are: Heirs at law and next of kin for Mary Holder DOD 2/15/1973

NOTE: Mary Holder had 3 children; James Holder DOD 9/4/1996, Lillian Williams and Beatrice Walker (do not know if either are deceased) Could not locate Larry and Ralph Cheatham per obituary could be sons of James Holder.

SEND NOTICES of nuisance abatement proceedings to the following parties:

9	RECIPIENTS	NOTES
1	Eliza Holder 2000 Holleman Dr Mobile AL 36618-1407	Wife of James Holder (DOD 9/4/1996) Phone number 251-341-6203
2	James Cornelius Holder 1211 Creekway Dr Mobile AL 36605-3748	Heir/Son of James Holder (DOD 9/4/1996) Grandson of Mary Holder (DOD 2/15/1973) Phone number 251-644-8799
3	Pamela Coates 10366 Margarita Ave Fountain Valley CA 92708-1128	Heir/Daughter of James Holder (DOD 9/4/1996) granddaughter of Mary Holder (DOD 2/15/1973) Phone number 251-231-8391 Phone number 251-331-8395
4	Arthur Devon Holder 5237 Henry Rd Eight Mile AL 36613-2123	Heir/Son of James Holder (DOD 9/4/1996) Grandson of Mary Holder (DOD 2/15/1973) Phone number 251-379-2054
5	Frederick Alfonso Holder 9591 Spring Meadow Dr N Mobile AL 36695-8796	Heir/Son of James Holder (DOD 9/4/1996) Grandson of Mary Holder (DOD 2/15/1973) Phone number 757-438-2148

6	Antionne Holder 2676 Nall St Mobile AL 36607-1626	Heir/Son of James Holder (D[illegible]9/4/1996) Phone number 251-341-6203
7	Naomi Williams 1815 Pleasant Ave Mobile AL 36617-3262	Subject Address

TAX STATUS: 2020 & 2021 Liens

8	Frederick Alphonzo Holder 9591 Spring Meadow Dr N Mobile AL 36695-8796	2020 & 2021 Tax Lien issued to Frederick Alphonzo Holder Phone number 251-341-6203

Parties with recorded liens per Title Report:

9	Avadian Credit Union c/o Richard Gwin Moxley III PO Box 4953 Montgomery AL 36103	Judgement Avadian Credit Union vs Arthur Holder recorded 4/27/2017 bk7502 pg702
10	Spring Brook Farms Property Owners Association Inc c/o Jason D. Smith 3800 Airport Blvd Mobile AL 36608	Lien Spring Brook Farms Property Owners Association Inc vs Frederick Holder Recorded 1/8/2020 instrument number 202001074

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Mary & James Holder c/o Naomi Williams recorded 8/4/2022 instrument number 2022051695

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/18/2023

Renewal Date of Contract:

4/18/2023

Funding Source

Project # 1570 Orange Street - ME-171-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1570 Orange Street	Cover Memo	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/13/2023 - 12:37 PM
City Clerk	Gauthier, Lana	Approved	4/13/2023 - 3:22

PM

RESOLUTION

Sponsored by: Council member William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1570 Orange 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 **1570 Orange Street** described as:

LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel Number: 29 10 28 4 004 117

Last Assessed to: AMANDA BUSBY

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 18, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1570 ORANGE STREET** OWNED BY OR MAY HAVE AN INTEREST: **AMANDA BUSBY,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 004 117
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1570 ORANGE ST

Property Details

PARCEL KEYX	00935484	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Maysville
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-12	COMMENTS	

Property Score

SCORE ~~47~~ 57

SCORE DISCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10-10-22

Voted 5-0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/21/2023

Property Address: 1570 Orange Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [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.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Amanda Busby
1571 Lemon Street
Mobile, Alabama 36605-4847

February 21, 2023

RE: **1570 Orange (fka 1571 Lemon) Street**
Project Number: ME-171-22

Dear Amanda Busby:

On February 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1570 Orange (fka 1571 Lemon) Street.

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

LOT 11 BLK 5 TROPICAL PL DB K 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004

Parcel Number: 29 10 28 4 004 117

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 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 8, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 8, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator


2023/04/10


2023/04/19

NUISANCE ABATEMENT **1570 ORANGE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1570 ORANGE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1570 ORANGE STREET** **AGENDA PHOTOS / DW**




2023/04/10


2023/04/10

NUISANCE ABATEMENT **1570 ORANGE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1570 ORANGE STREET** **AGENDA PHOTOS / DW**




2021/04/10


2023/04/10

Affidavit of Mailed Notice

Date: April 18, 2023

State of Alabama
County of Mobile

Subject Property – 1570 Orange Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1571 Lemon Street Date: October 26, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 25, 2022

Per the Title Report, the owner is: Amanda Busby

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Amanda Busby 1571 Lemon St Mobile AL 36605-4847	Owner Phone number 251-644-9269 Also subject address
2	Amanda Busby 5318 Creek Laurel Way Memphis TN 38125-3499	Secondary Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Amanda Busby recorded 10/20/2017 bk7567 pg1521
Listed as 1570 Orange St aka 1571 Lemon St

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/18/2023

Renewal Date of Contract:

4/18/2023

Funding Source

Project # 1260 Pecan Street - ME-165-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1260 Pecan Street	Cover Memo	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/13/2023 - 12:39 PM
City Clerk	Gauthier, Lana	Approved	4/13/2023 - 3:23

PM

RESOLUTION

Sponsored by: Council member William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1260 Pecan 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 **1260 Pecan Street** described as:

FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 163

Last Assessed to: JEROME YOUNG

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 18, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1260 PECAN STREET** OWNED BY OR MAY HAVE AN INTEREST: **JEROME YOUNG,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 13 0 002 163
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1260 PECAN ST

Property Details

PARCEL KEYX	01417906	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE	THE BOTTOM MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-07	COMMENTS	

Property Score

SCORE ~~38~~ 62

SCORE DISCRIPTION **Review Committee**

Notes

LC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9/19/22

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/21/2023

Property Address: 1260 Pecan Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [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.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Jerome Young
2102 N Gimon Circle
Mobile, Alabama 36605

February 21, 2023

RE: **1260 Pecan Street**
Project Number: ME-165-22

Dear Jerome Young:

On February 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1260 Pecan Street.

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

FR NE COR OF PECAN ST & LIVE OAK ST RUN ELY ALG N/L OF PECAN ST 177.5 FT TO POB OF PAR HEREIN DESC TH CONT TO RUN ELY ALG N/L OF PECAN ST 22.5 FT TO PT TH RUN NLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PT TH WLY & PAR WITH N/L OF PECAN ST 22.5 FT TO PT TH RUN SLY & PAR WITH E/L OF LIVE OAK ST 110 FT TO PECAN ST & POB #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 163

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 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 8, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 8, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**




2023/08/09


2023/04/09

NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT 1206 PECAN STREET AGENDA PHOTOS / DW



NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1206 PECAN STREET** **AGENDA PHOTOS / DW**



Affidavit of Mailed Notice

Date: April 18, 2023

State of Alabama
County of Mobile

Subject Property – 1260 Pecan Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1260 Pecan Street Date: December 15, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 10, 2022

Per the Title Report, the owner is: Jerome Young

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Jerome Young 2102 N Gimon Cir Mobile AL 36605	Owner Phone number 251-654-6717
2	Owner 1260 Pecan St Mobile AL 36603-5700	Subject Address

TAX STATUS: 2021 TAX LIEN

4	Clifford Moore 662 Chin St Mobile AL 36610	2021 Tax Lien holder

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Jerome Young recorded 10/20/2022 instrument number 2022067033

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/18/2023

Renewal Date of Contract:

4/18/2023

Funding Source

Project # 1109 State Street - ME-164-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1109 State Street	Cover Memo	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/13/2023 - 12:32 PM
City Clerk	Gauthier, Lana	Approved	4/13/2023 - 3:23

PM

RESOLUTION

Sponsored by: Council member William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1109 State Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1109 State Street** described as:

COMG ON S/S OF STATE ST 202 FT W OF SW COR OF STATE & KENNEDY STS THEN WLY ON S/S OF STATE ST 34.67 FT THEN S/LY & PAR WITH KENNEDY ST 142.33 FT THEN ELY 24.75 FT THEN N/LY PAR WITH KENNEDY ST 141.5 FT TO BEG BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 614

Last Assessed to: JOSEPH HALL, DOMINIQUE BERNARD, & LINDA LADD

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 10, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 18, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1109 STATE STREET** OWNED BY OR MAY HAVE AN INTEREST: **JOSEPH HALL, DOMINIQUE BERNARD, & LINDA LADD,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 004 614
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1109 STATE ST

Property Details

PARCEL KEYX	**00745983**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	N
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	~~N~~ Y
SURVEY DATE	**2022-04-07**	COMMENTS	

Property Score

SCORE ~~31~~ 55

SCORE DISCRIPTION ~~Stabilize~~ REVIEW

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-19-22

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 02/21/2023

Property Address: 1109 State Street **District No:** 2

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [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.
- [X] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [ ] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Joseph Lebaron Hall
4115 Berkeley View Drive
Berkeley, Georgia 30096-3068

February 21, 2023

RE: **1109 State Street**
Project Number: ME-164-22

Dear Joseph Lebaron Hall:

On February 2, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1109 State Street.

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

COMG ON S/S OF STATE ST 202 FT W OF SW COR OF STATE & KENNEDY STS THEN WLY ON S/S OF STATE ST 34.67 FT THEN S/LY & PAR WITH KENNEDY ST 142.33 FT THEN ELY 24.75 FT THEN N/LY PAR WITH KENNEDY ST 141.5 FT TO BEG BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 614

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 8, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 8, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 8, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **April 8, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**




2023/04/10

NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**




1109
2023/04/10

NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**



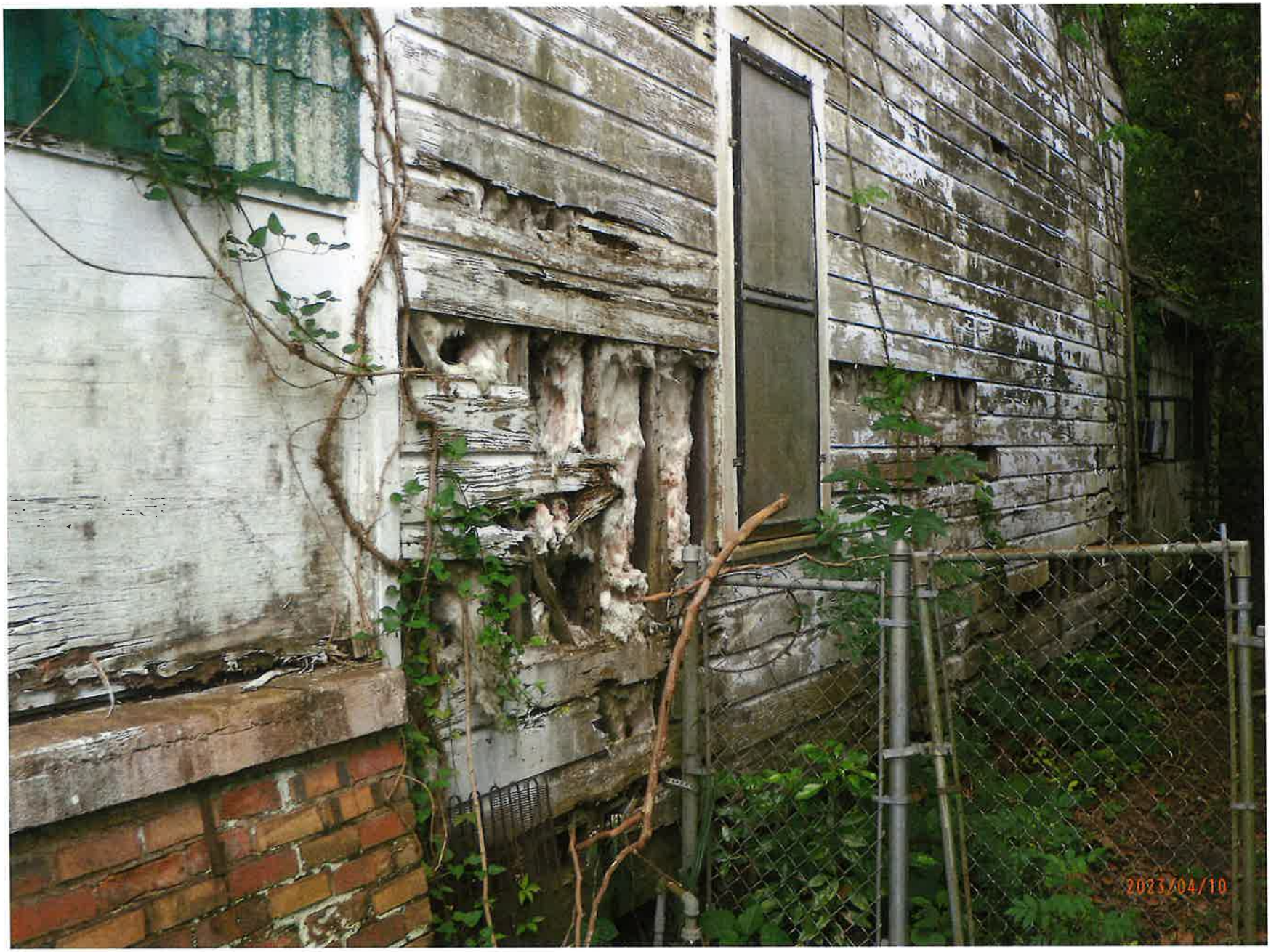
NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**





NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**



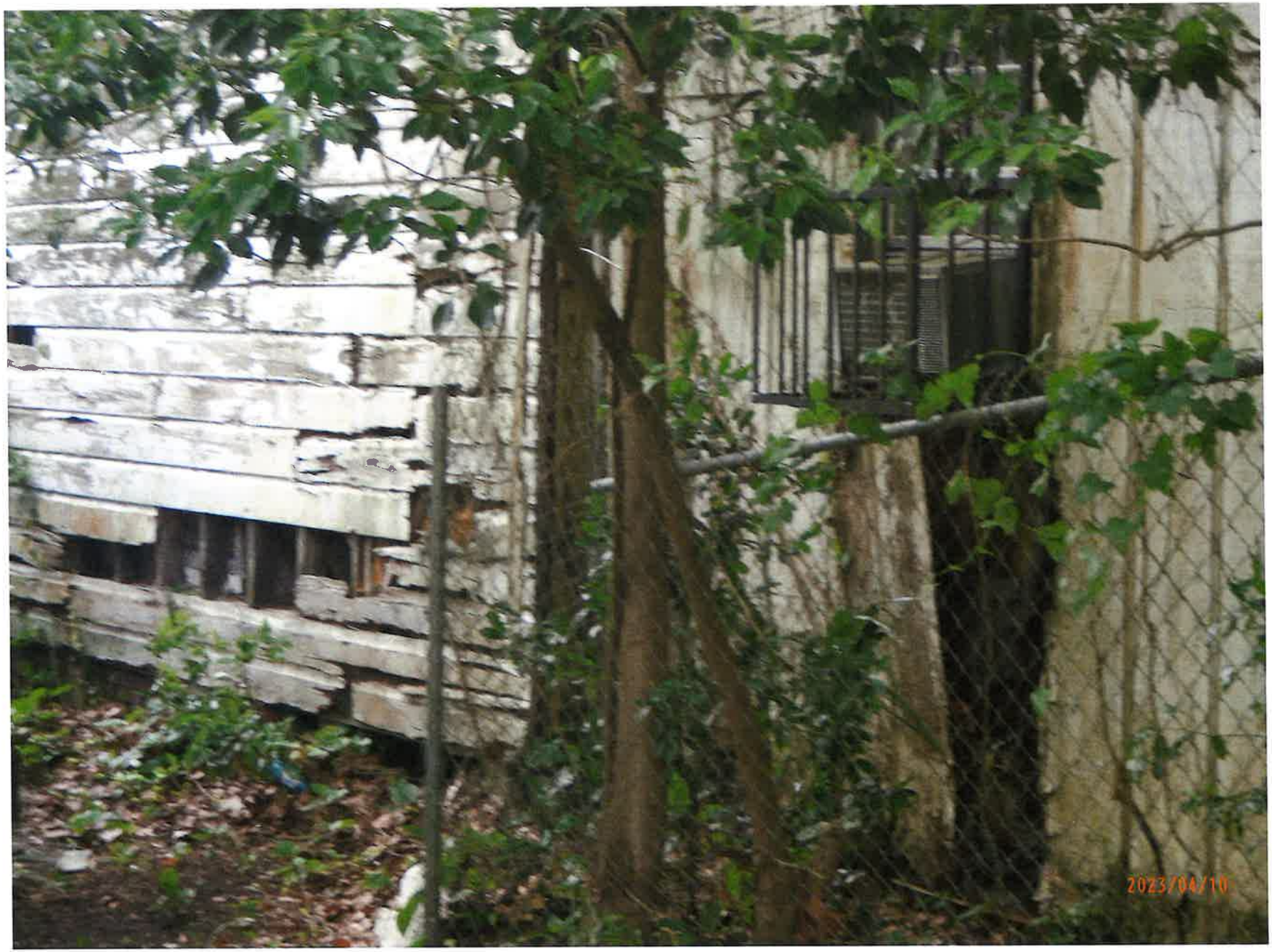

2023/04/10

NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**



NUISANCE ABATEMENT **1109 STATE STREET** **AGENDA PHOTOS / DW**




2023/04/10


2023/04/18

Affidavit of Mailed Notice

Date: April 18, 2023

State of Alabama
County of Mobile

Subject Property – 1109 State Street

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1109 State Street Date: December 15, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 16, 2022

Per the Title Report, the owner is: Joseph Hall, Dominique Bernard, and Linda Ladd

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Joseph Lebaron Hall 4115 Berkeley View Dr Berkeley GA 30096-3068	Owner Phone number 678-522-9953 Phone number 770-495-0451
2	Linda Ladd 7460 Brody Meadows St North Las Vegas NV 89084-4764	Owner Phone number 251-753-9378
3	Linda Ladd 5428 Harold Arthur St North Las Vegas, Nv 89031-0799	Secondary Address
4	Dominique Bernard 12823 Droxford Rd Windermere FL 34786-6648	Owner Phone number 703-728-6257
5	Owner 1109 State St Mobile AL 36603	Subject Property

TAX STATUS:

6	Alabama Dept. of Revenue ATTN: Shelly Tice Property Tax Division P. O. Box 327210 Montgomery, AL 36132-7210	2007 Sold to the state - Parcel R022906400004614 Key number 745983

Parties with recorded liens per Title Report:

7	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Dominique Bernard Account number IIT-R001851228 Lien Number 639782400

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:29 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2413 CONE STREET**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2413 Cone Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2413 Cone Street** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$4,200.00** shall constitute a special assessment against the property at structure **2413 Cone Street** and being that property more particularly described as follows:

LOT 7 BLK 5 FAIROAKS MBK 4 P 95 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel No.: **29 002 44 0 025 307**

Owner: **WARD WALTER W**
2413 CONE ST
MOBILA AL 36617-2131

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2413 Cone Street**, for the proposed amount of **$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

March 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-430-17	**2413 Cone Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 7 BLK 5 FAIROAKS MBK 4 P 95 #SEC 44 T4S R1W #MP29 02 44 0 025

Parcel Number: **29 02 44 0 025 307**
Amount: ~~$ 4,000.00~~ $4,200.00
Assessed: WARD WALTER W
2413 CONE ST
MOBILE AL 36617-2131

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:31 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2721 HARPER AVENUE**

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2721 Harper Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2721 Harper Avenue** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$3,200.00** shall constitute a special assessment against the property at structure **2721 Harper Avenue** and being that property more particularly described as follows:

LOT 216 BLK D TRINITY GDNS 1ST ADD MBK 3 P 332 #SEC 44 T4S R1W #MP29 02 44 0 012

Parcel No.: **29 02 44 0 012 039**

Owner: **PRESLEY ANDREW LEE & ROBERTA C/O LUGRETHA HOUSE**
4332 AMHURST DR
EIGHT MILE AL 36613-3301

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2721 Harper Avenue**, for the proposed amount of **$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

March 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-018-22	**2721 Harper Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 216 BLK D TRINITY GDNS 1ST ADD MBK 3 P 332 #SEC 44 T4S R1W #MP29 02 44 0 012

Parcel Number: **29 02 44 0 012 039**
Amount: ~~**$ 3,000.00**~~ $3,200.00
Assessed: PRESLEY ANDREW LEE & ROBERTA C/O LUGR..
4332 AMHURST DR
EIGHT MILE AL 36613-3301

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member Cory Penn, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:38 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **106 MICHAEL DONALD AVENUE**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **106 Michael Donald Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **106 Michael Donald Avenue** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$4,200.00** shall constitute a special assessment against the property at structure **106 Michael Donald Avenue** and being that property more particularly described as follows:

BEG AT PT ON E/L OF HERNDON AVE 151 FT 6 IN N OF OLD SHELL RD TH RUN EWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 5 IN M/L TO A PT ON THE W/L OF PPTY OF JAMES B SLADE TH NWLY & PAR WITH HERNDON AVE & ALG SLADE PPTY 37 FT TO A PT TH WWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 4 IN M/L TO THE E/L OF HERNDON AVE TH SWLY ALG THE E/L OF HERNDON AVE 37 FT 6 IN TO THE POB BDY ON THE W BY HERNDON AVE S BY PPTY OF S R SCHERMA E BY PPTY OF JAMES B SLADE & N BY PPTY OF V M DENNIS BEING A PT OF LOT 13 HERNDON AVE ADD IN DBK 75 N S PG 56 BEING THE SAME PPTY AS REC RPBK 3333 PG 144-145 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel No.: **29 06 40 0 009 108**

Owner: **STATE OF ALABAMA**
MONTGOMERY AL 36130

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **106 Michael Donald Avenue**, for the proposed amount of **$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

March 2, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-136-21	**106 Michael Donald Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG AT PT ON E/L OF HERNDON AVE 151 FT 6 IN N OF OLD SHELL RD TH RUN EWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 5 IN M/L TO A PT ON THE W/L OF PPTY OF JAMES B SLADE TH NWLY & PAR WITH HERNDON AVE & ALG SLADE PPTY 37 FT TO A PT TH WWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 4 IN M/L TO THE E/L OF HERNDON AVE TH SWLY ALG THE E/L OF HERNDON AVE 37 FT 6 IN TO THE POB BDY ON THE W BY HERNDON AVE S BY PPTY OF S R SCHERMA E BY PPTY OF JAMES B SLADE & N BY PPTY OF V M DENNIS BEING A PT OF LOT 13 HERNDON AVE ADD IN DBK 75 N S PG 56 BEING THE SAME PPTY AS REC RPBK 3333 PG 144-145 #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: **29 06 40 0 009 108**
Amount: ~~$ 4,000.00~~ $4,200.00
Assessed: STATE OF ALABAMA
MONTGOMERY AL 36130

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, City Council Member, William Carroll, David Daughenbaugh, file copy

City of Mobile
Office of City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

State of Alabama Department of Revenue
Collections Service Department
P.O. Box 327820
Montgomery, AL 36132

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Sponsored by:

Councilmember Carroll

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:43 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **324 LEXINGTON AVENUE**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **324 Lexington Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **324 Lexington Avenue** to be **$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$3,200.00** shall constitute a special assessment against the property at structure **324 Lexington Avenue** and being that property more particularly described as follows:

LOT 10 MOODY TRT DBK 70 P 169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel No.: **29 07 25 0 002 238**

Owner: **ELLIS BEATRICE C/O FELEXIS ELLIS**
8242 WOODSTONE DR
SEMMES AL 36575

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **324 Lexington Avenue**, for the proposed amount of **$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

March 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-258-19	**324 Lexington Avenue**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 10 MOODY TRT DBK 70 P 169 #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: **29 07 25 0 002 238**
Amount: ~~**$ 3,000.00**~~ $3,200.00
Assessed: ELLIS BEATRICE C/O FELEXIS ELLIS
8242 WOODSTONE DR
SEMMES AL 36575-7473

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

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
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:48 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1103 GIMON CIRCLE, W.**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1103 Gimon Circle, W.** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1103 Gimon Circle, W.** to be **$4,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$4,400.00** shall constitute a special assessment against the property at structure **1103 Gimon Circle, W.** and being that property more particularly described as follows:

LOT 7 BLK 9 FULTON RIDGE ESTATES MBK 4 PGS 110-115 #SEC 32 T4S R1W #MP29 11 32 4 001

Parcel No.: **29 11 32 4 001 059**

Owner: **FRANKLIN MICHELLE & LARR DERNELL FRA**
8371 MILTON RD
MOBILE AL 36695

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **1103 Gimon Circle W.**, for the proposed amount of **$4,400.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

March 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-010-22	**1103 Gimon Circle W.**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 7 BLK 9 FULTON RIDGE ESTATES MBK 4 PGS 110-115 #SEC 32 T4S R1W #MP29 11 32 4 001

Parcel Number: **29 11 32 4 001 059**
Amount: ~~**$ 4,200.00**~~ $4,400.00
Assessed: FRANKLIN MICHELLE & LARRY DERNELL FRA..
8371 MILTON RD
MOBILE AL 36695

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary Jackson

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

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
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:54 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **2620 HALLS MILL ROAD**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **2620 Halls Mill Road** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **2620 Halls Mill Road** to be **$10,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$10,700.00** shall constitute a special assessment against the property at structure **2620 Halls Mill Road** and being that property more particularly described as follows:

LOT 1 THOMAS PLACE MBK 46 P 104 #SEC 51 T2S R1W #MP29 09 51 0 010

Parcel No.: **29 09 51 0 010 036**

Owner: **NGUYEN QUAN CONG & PHUONG THANH NGUYEN**
25044 JERNIGAN ST
DAPHNE AL 36526-8370

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **2620 Halls Mill Road**, for the proposed amount of **$10,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

City Clerk

March 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-025-22	**2620 Halls Mill Road**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 1 THOMAS PLACE MBK 46 P 104 #SEC 51 T2S R1W #MP29 09 51 0 010

Parcel Number: **29 09 51 0 010 036**
Amount: ~~**$ 10,500.00**~~ $10,700.00
Assessed: NGUYEN QUAN CONG & PHUONG THANH NGUYEN
25044 JERNIGAN ST
DAPHNE AL 36526-8270

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

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
packet	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:59 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **801 1/2 KENTUCKY STREET**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **801 ½ Kentucky Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **801 ½ Kentucky Street** to be **$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

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

Section 1. The amount of **$4,200.00** shall constitute a special assessment against the property at structure **801 ½ Kentucky Street** and being that property more particularly described as follows:

THAT CERTAIN LOT OF LAND BD BY LINE DESC AS FOLL : COM AT FORMER SW INT OF KENTUCKY & SCOTT STS WHICH PT IS 50 FT M/L WLY FROM THE PRES SE COR OF NEW SCOTT & KENTUCKY STS & RUN TH WLY ON S/S OF KENTUCKY ST DIS OF 69 FT 9 IN TH SLY AT RT ANG WITH KENTUCKY ST A DIS OF 144 FT 4 IN TH ELY & PAR WITH KENTUCKY ST DIS OF 28 FT 5 IN TO FORMER W/S OF SCOTT ST TH RUN NLY A DIS OF 150 FT TO POB BEING LOT 14 DBK 106/89 37 T4S R1W #MP37 T4S R1W

Parcel No.: **29 10 37 0 008 114**

Owner: **TAYLOR ALFREDA**
1357 GREENWOOD AVE
MOBILE AL 36605

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on April 18, 2023, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the structure at **801 1/2 Kentucky Street**, for the proposed amount of **$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

March 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-004-22	**801 ½ Kentucky Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT CERTAIN LOT OF LAND BD BY LINE DESC AS FOLL : COM AT FORMER SW INT OF KENTUCKY & SCOTT STS WHICH PT IS 50 FT M/L WLY FROM THE PRES SE COR OF NEW SCOTT & KENTUCKY STS & RUN TH WLY ON S/S OF KENTUCKY ST DIS OF 69 FT 9 IN TH SLY AT RT ANG WITH KENTUCKY ST A DIS OF 144 FT 4 IN TH ELY & PAR WITH KENTUCKY ST DIS OF 28 FT 5 IN TO FORMER W/S OF SCOTT ST TH RUN NLY A DIS OF 150 FT TO POB BEING LOT 14 DBK 106/89 37 T4S R1W #MP37 T4S R1W

Parcel Number: **29 10 37 0 008 114**
Amount: ~~$ 4,000.00~~ $4,200.00
Assessed: TAYLOR ALFREDA
1357 GREENWOOD AVE
MOBILE AL 36605

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member C. J. Small, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

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	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 3:02 PM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT Commerce Boulevard, South be honorarily renamed “Honorary Victor Birch Memorial Way”.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	6 Cases
Council District 2	William Carroll	6 Cases
Council District 3	C J Small	5 Cases
Council District 4	Ben Reynolds	2 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Sandy Stimpson	0 Cases
Council District 7	Gina Gregory	1 Case

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien 59

Effective Date of Contract:

4/18/2023

Funding Source

Project # Repeat Weed Lien Group 59 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien 59	Backup Material	4/13/2023
resolution	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
		4/13/2023 - 3:24

City Clerk	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **April 11, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-59**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **59.** Please place these on the City Council's Agenda for **April 18, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	GROUP 59						Res. No.	
11/21/2022	1st REPEAT WEED LIEN LETTERS SENT						11-058	
4/18/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old	New	Initial	Times	Amount	CBD
Item		Dis	SRO/Case	Case #		cut within	Assessed	CBO
No.								
1	955 Lyons St	2	21973	22396	4/9/2022	1	$ 345.00	
2	331 Smith St	1	29035	22399	8/31/2021	1	$ 310.00	
3	966 Gorgas St	3	21354	22400	10/19/2021	1	$ 310.00	
4	1100 Wellington St	1	29447	22401	1/14/2020	4	$ 645.00	
5	1754 Dr Martin Luther King Jr Ave/F/k/a1754 Stone St	2	29770	22403	10/30/2020	2	$ 389.00	
6	251 N Pine St	2	27565	22405	7/21/2020	5	$ 682.00	
7	625 Petit Ave	1	28340	22406	10/19/2021	1	$ 660.00	
8	526 Helveston St	1	28976	22407	10/13/2020	1	$ 313.00	
9	1711 Perch Dr	4	21757	22408	1/14/2020	2	$ 396.00	
10	1564 Greenlawn Dr	4	29210	22410	1/14/2020	2	$ 405.00	
11	408 Driver St	1	28735	22409	10/19/2021	1	$ 50.00	CBO
12	403 N Lafayette St	2	29577	22411	11/14/2022	1	$ 50.00	CBO
13	1550 Robert E Lee St	3	30311	22412	11/19/2021	1	$ 349.26	
14	5602 Central Blvd	7	29809	22413	11/9/2021	1	$ 310.00	
15	724 Kentucky St	3	29040	22414	11/10/2020	3	$ 650.00	
16	1009 Alba St	3	30067	22415	10/19/2021	2	$ 375.00	
17	1356 Spruce St	2	27523	22416	9/8/2020	3	$ 510.00	
18	3909 Wiggins Dr	3	19116	22417	1/14/2020	1	$ 730.00	
19	0 Northwest Dr	1	28346	22418	1/26/2021	1	$ 359.00	
	Par. No. (29 03 07 1 000 033.XXX)							
20	252 Cuba St	2	21946	22419	10/5/2021	1	$ 331.00	
	Total						$ 8,169.26	

District total for this group	
1	6
2	6
3	5
4	2
5	0
6	0
7	1
	20

Numbers of lots cut	
1	5
2	5
3	5
4	2
5	0
6	0
7	1
	18

*CBO Cut By Owner
*CBC Cut By Contractor
*N/A Taken out by Inspector
*UDL Undeveloped Lot
*ADD Added in from other Groups
*Fka Formerly known as

Gary Jackson 4-14-23

Marchetta Scuto 4-11-23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **BAILEY RAYMOND**
C/O LESTER E BAILEY JR

Address: **557 HARLEM AVE**

City, State, Zip: **HUEYTOWN, AL 35023**

Repeat Group Number: **59** Item # **1**

Lot Description: **THAT CERTAIN LOT OF LAND WITH BLDG THEREON ON S/S LYONS ST 2ND WEST OF PEARL ST HAVING FRONT ON LYONS ST 53.42 FT & RUN BACK WITH SAME WIDTH IN REAR AS IN FRONT 100 FT FOR DEPTH OF SAID LOT BEING KNOWN AS LOT 17 S QR 4 DUNN PURCHASE DBK Q PG 273 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 297.XXX) 955 LYON ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,818	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	345.00

Shelia S Dean
SECRETARY
Marchetta Taylor
INSPECTOR
Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **LEONARD GEORGE E JR**
AS TRUSEE OF THE
ROBERT JR & CLEO WEEKS

Address: **1126 E 90TH ST**

City, State, Zip: **LOS ANGELES, CA 90002-1710**

Repeat Group Number: **59** Item # **2**

Lot Description: **LOT 33 OF PPTY FORMERLY OF THOMAS H SMITH LOC IN W 1/2 OF NW 1/4 OF SEC 18 T4S R1W DBK 156 N S PGS 404-7 SD LOT BEING SITUATED ON W/S OF JASPER ST S OF MOFFAT RD #SEC 18 T4S R1W #MP29 08 18 2 001 (29 08 18 2 001 064.XXX) 331 SMITH ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,188	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **RUSSELL JOAN SWINT**
% WILLIAM POWELL

Address: **3744 SALEM STREET**

City, State, Zip: **WHISTLER, AL 36612**

Repeat Group Number: **59** Item # **3**

Lot Description: **COMG NE COR GORGAS & GAYLE STS TH ELY 116 FT TO BEG TH CONT ELY 58 FT TH NLY 175 FT WLY 58 FT TH SLY 175 FT TO POB BEING PT GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 101.XXX) 966 GORGAS ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,973	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **REYNOLDS EDW J & OLIVIA**

Address: **10730 HUNTER CIRCLE WEST**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **59** Item # **4**

Lot Description: **LOT 1 GARDINA SUB MBK 5 PG 163 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 421.XXX) 1100 WELLINGTON ST**

Nuisance Date; 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,247	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	4	$	100.00	$	400.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	645.00

Shelia Edwards
SECRETARY

Marchetta Tyte
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **WRIGHT EARNEST & GENNIVE**

Address: **P. O. BOX 7202**

City, State, Zip: **MOBILE, AL 36670**

Repeat Group Number: **59** Item # **5**

Lot Description: **BEG AT NE COR OF OAK DR & STONE ST F/K/A DAVIS AVE & RUN THEN NLY & ALG E/L OF OAK DR DIS OF 143 FT TO SW COR OF LOT 1 BLK 2 OAK DR CT MBK 4 P 486 THEN RUN S 37 DEG 06 MIN E & ALG S/L OF SAID LOT 1 DIS OF 61.25 FT TO PT THEN RUN SLY DIS OF 146 FT TO N R/W OF STONE ST THEN RUN WLY & ALG N R/W OF STONE ST DIS OF 61.3 FT TO PT OF BEG #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 004.03X) 1754 DR MARTIN LUTHER KING JR AVE/F/k/a 1754 STONE ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,996	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	2	$	7.00	$	14.00
		Total Project Cost:			$	389.00

Shelia Eckman
SECRETARY

Marchetta Jarte
INSPECTOR

Tony Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 11, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **59** Item # **6**

Lot Description: **PT OF LOTS 17 & 18 BLK 23 CAMP GROUND TRACT DBK 48/343 DESC AS BEG AT SE COR OF LOT 18 TH RUN NLY 72 FT TO A PT TH RUN WLY 50 FT TO A PT TH RUN SLY 72 FT TO A PT TH RUN ELY 50 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 482.XXX) 251 N PINE ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,559	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	5	$	100.00	$	**500.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**682.00**

Sheli a McNeon

SECRETARY

Marchetta Foote

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **COOK TARA STRIESAND**

Address: **P. O. BOX 10719**

City, State, Zip: **PRICHARD, AL 36610**

Repeat Group Number: **59** Item # **7**

Lot Description: **LOT 15 BLK 3 RESUB OF THE RESUB OF THE FIRST UNIT OF GULF HEIGHTS MBK 5 P 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 112.XXX) 625 PETIT AVE**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,261	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	55	$	7.00	$	**385.00**
		Total Project Cost:			$	**660.00**

Sheila Coldean
SECRETARY

Marchetta Davis
INSPECTOR

Tony Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **HERA MELISSA DAWN**

Address: **526 HELVESTON ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **59** Item # **8**

Lot Description: **LOT 5 BLK 1 CLOVERDALE LOTS MBK 3/503 BEING RESUBD OF BLK 13 OF JACKSONVILLE (29 07 42 0 001 563.XXX) 526 HELVESTON ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,657	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	313.00

Sheli a Eelts Eaw
SECRETARY

Margaretta Ignite
INSPECTOR

Jary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **MCMILLAN LINDA**
A/K/A LINDA MCMILLAN

Address: **562 DAUPHIN ISLAND PKWY**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **59** Item # **9**

Lot Description: **LOT 166 GULF MANOR FIRST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 004.XXX) 1711 PERCH DR**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,061	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	396.00

Sheila Edwards
SECRETARY
Marchetta Davis
INSPECTOR
Gary Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 11, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **59** Item # **10**

Lot Description: **LOT 73 1ST UNIT OF MORNINGSIDE MANOR MBK 6 P 431-32 #SEC 6 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 180.XXX) 1564 GREENLAWN DR**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,390	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	405.00

Sheila Eddleman
SECRETARY

Mahchetta Tate
INSPECTOR

Larry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **59** Item # **11**

Lot Description: **COM AT INTERSECTION OF N R/W/L OF LAXTON ST & E R/W/L OF DRIVER ST TH RUN NWLY & ALG E R/W/L OF DRIVER ST 40 FT TO POB TH CONT NWLY & ALG E R/W/L OF DRIVER ST 40 FT TH ON A DEFLECTION ANGLE OF 88 DEG 51 MIN TO THE RIGHT RUN ELY & PARALLEL W/LAXTON ST 120 FT TH ON AN INTERIOR ANGLE OF 88 DEG 51 MIN RUN SLY & PARALLEL W/DRIVER ST 40 FT TH ON AN INTERIOR ANGLE OF 91 DEG 09 MIN RUN WLY & PARALLEL W/LAXTON ST 120 FT TO POB A/K/A 408 DRIVER ST #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 151.XXX) 408 DRIVER ST**

Nuisance Date: 11/21/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E. Dean
SECRETARY

Marchetta Tuta
INSPECTOR

Tony Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 11, 2023

Lot Owner: **WATSON ODESSEL**

% O KIRSTEN SPRAGGINS

Address: **710 HIGHLAND OAKS DR**

City, State, Zip: **ALTANTA, GA 30331**

Repeat Group Number: **59** Item # **12**

Lot Description: **BEG NW COR LAFAYETTE & BERT STS TH NLY 50 FT TH WLY 90 FT TH SLY 50 FT TH ELY 90 FT TO POB BEING PT GRT SEC 25 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 339.XXX) 403 LAFAYETTE ST**

Nuisance Date: 11/21/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Eed Dean

SECRETARY

Marchetta Tate

INSPECTOR

Gary Parkson

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **PUGH JENNIFER D**

Address: **7551 BRANCHWOOD DR**

City, State, Zip: **MOBILE, AL 36695-4007**

Repeat Group Number: **59** Item # **13**

Lot Description: **LOTS 36 & 37 BLK 3 OLLINGER & STEINS SUB OF A PART OF SQR 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 003.XXX) 1550 ROBERT E LEE ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		15,941	$	0.0125	$	**199.26**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**349.26**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **TOWER DBW REO LLC**

Address: **10 N PARK PL STE 300**

City, State, Zip: **MORRISTOWN, NJ**

Repeat Group Number: **59** Item # **14**

Lot Description: **LOT 2 MOATES PLACE MBK 21 PG 96 #SEC 3 T4S R2W #MP28 02 03 3 001 (28 02 03 3 001 056.XXX) 5602 CENTRAL BLVD**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,191	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

Shelia Eadon
SECRETARY

Marchetta Durte
INSPECTOR

Larry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **JOHNSON CASSANDRA HARRIS**

Address: **2435 CLAIRMONT DR W**

City, State, Zip: **SEMMES, AL 36575-3315**

Repeat Group Number: **59** Item # **15**

Lot Description: **LOTS 70 & 71 BLK 1 OAKDALE SUBD DBK 156/458 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 078.XXX) 724 KENTUCKY ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,324	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	650.00

Sheila Ellerson
SECRETARY

Maschetta Jeste
INSPECTOR

Amy Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 11, 2023

Lot Owner: **SQUARE RACHEL J**

Address: **1009 ALBA ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **59** Item # **16**

Lot Description: **LOT 48 BLOCK 1 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 080.XXX) 1009 ALBA ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,293	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	375.00

Shelia E Dean

CLERK

Marchetta Taste

INSPECTOR

Larry Jackson

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **COLEMAN NELSE L**

Address: **1563 CAPITAL CIR SE STE 3-210**

City, State, Zip: **TALLAHASSEE, FL 32301**

Repeat Group Number: **59** Item # **17**

Lot Description: **LOT 4 BLK 39 STRAUSS ADD TO WOLFF HGTS DBK 153 PG 30 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 482.XXX) 1356 SPRUCE ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,635	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	510.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **HUNTER JAMES H & DORIS FAYE**

Address: **15700 BROAD BRANCH RD**

City, State, Zip: **CHUNCHULA, AL 36521**

Repeat Group Number: **59** Item # **18**

Lot Description: **LOT 11 PINES SUB MBK 8/47 (32 11 40 0 002 065.XXX) 3909 WIGGINS DR**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,859	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	730.00

Sheila Eldean
SECRETARY

Marchetta Wade
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **ILLINOIS CENTRAL GULF RR**
% CN-BUS REV & R/ESTATE

Address: **1 ADMINISTRATION RD**

City, State, Zip: **FL 1 CANADA,**

Repeat Group Number: **59** Item # **19**

Lot Description: **LOT 272 REV & EXT TO LIBERTY PARK MBK 5 P 66#SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 033.XXX) 0 NORTHWEST DR**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,534	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	12	$	7.00	$	84.00
		Total Project Cost:			$	359.00

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **HARRIS EARL L**

Address: **P. O. BOX 50092**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **59** Item # **20**

Lot Description: **LOT 4 BLK 28 CAMP GROUND TRT DBK 85 P 47 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 110.XXX) 252 CUBA ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,356	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		7	$	3.00	$	21.00
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	331.00

SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 59** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **April 11, 2023**

SUBJECT: **Repeat Weed Lien Invoices G-59**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **59.** Please place these on the City Council's Agenda for **April 18, 2023.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN	
	GROUP 59	Res. No.
11/21/2022	1st REPEAT WEED LIEN LETTERS SENT	11-058
4/18/2023	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST	

Item No.		Dis	Old SRO/Case	New Case #	Initial	Times cut within	Amount Assessed	CBD CBO
1	955 Lyons St	2	21973	22396	4/9/2022	1	$ 345.00	
2	331 Smith St	1	29035	22399	8/31/2021	1	$ 310.00	
3	966 Gorgas St	3	21354	22400	10/19/2021	1	$ 310.00	
4	1100 Wellington St	1	29447	22401	1/14/2020	4	$ 645.00	
5	1754 Dr Martin Luther King Jr Ave/F/k/a1754 Stone St	2	29770	22403	10/30/2020	2	$ 389.00	
6	251 N Pine St	2	27565	22405	7/21/2020	5	$ 682.00	
7	625 Petit Ave	1	28340	22406	10/19/2021	1	$ 660.00	
8	526 Helveston St	1	28976	22407	10/13/2020	1	$ 313.00	
9	1711 Perch Dr	4	21757	22408	1/14/2020	2	$ 396.00	
10	1564 Greenlawn Dr	4	29210	22410	1/14/2020	2	$ 405.00	
11	408 Driver St	1	28735	22409	10/19/2021	1	$ 50.00	CBO
12	403 N Lafayette St	2	29577	22411	11/14/2022	1	$ 50.00	CBO
13	1550 Robert E Lee St	3	30311	22412	11/19/2021	1	$ 349.26	
14	5602 Central Blvd	7	29809	22413	11/9/2021	1	$ 310.00	
15	724 Kentucky St	3	29040	22414	11/10/2020	3	$ 650.00	
16	1009 Alba St	3	30067	22415	10/19/2021	2	$ 375.00	
17	1356 Spruce St	2	27523	22416	9/8/2020	3	$ 510.00	
18	3909 Wiggins Dr	3	19116	22417	1/14/2020	1	$ 730.00	
19	0 Northwest Dr	1	28346	22418	1/26/2021	1	$ 359.00	
	Par. No. (29 03 07 1 000 033.XXX)							
20	252 Cuba St	2	21946	22419	10/5/2021	1	$ 331.00	
	Total						$ 8,169.26	

District total for this group		Numbers of lots cut	
1	6	1	5
2	6	2	5
3	5	3	5
4	2	4	2
5	0	5	0
6	0	6	0
7	1	7	1
	20		18

*CBO Cut By Owner
*CBC Cut By Contractor
*N/A Taken out by Inspector
*UDL Undeveloped Lot
*ADD Added in from other Groups
*Fka Formerly known as

Gary Jackson 4-14-23

Marchetta Scuto 4-11-23

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **BAILEY RAYMOND**
C/O LESTER E BAILEY JR

Address: **557 HARLEM AVE**

City, State, Zip: **HUEYTOWN, AL 35023**

Repeat Group Number: **59** Item # **1**

Lot Description: **THAT CERTAIN LOT OF LAND WITH BLDG THEREON ON S/S LYONS ST 2ND WEST OF PEARL ST HAVING FRONT ON LYONS ST 53.42 FT & RUN BACK WITH SAME WIDTH IN REAR AS IN FRONT 100 FT FOR DEPTH OF SAID LOT BEING KNOWN AS LOT 17 S QR 4 DUNN PURCHASE DBK Q PG 273 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 297.XXX) 955 LYON ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,818	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	345.00

Shelia E Dean
SECRETARY

Marchetta Coyte
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **LEONARD GEORGE E JR**
AS TRUSEE OF THE
ROBERT JR & CLEO WEEKS

Address: **1126 E 90TH ST**

City, State, Zip: **LOS ANGELES, CA 90002-1710**

Repeat Group Number: **59** Item # **2**

Lot Description: **LOT 33 OF PPTY FORMERLY OF THOMAS H SMITH LOC IN W 1/2 OF NW 1/4 OF SEC 18 T4S R1W DBK 156 N S PGS 404-7 SD LOT BEING SITUATED ON W/S OF JASPER ST S OF MOFFAT RD #SEC 18 T4S R1W #MP29 08 18 2 001 (29 08 18 2 001 064.XXX) 331 SMITH ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,188	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

Shelica Edwards
SECRETARY

Maphiltha Jaite
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **RUSSELL JOAN SWINT**
% WILLIAM POWELL
Address: **3744 SALEM STREET**
City, State, Zip: **WHISTLER, AL 36612**
Repeat Group Number: **59** Item # **3**

Lot Description: **COMG NE COR GORGAS & GAYLE STS TH ELY 116 FT TO BEG TH CONT ELY 58 FT TH NLY 175 FT WLY 58 FT TH SLY 175 FT TO POB BEING PT GRT SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 101.XXX) 966 GORGAS ST**

Nuisance Date: 11/21/2022
Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,973	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

Shelia Ed Dean
SECRETARY
Marchette Tuite
INSPECTOR
Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **REYNOLDS EDW J & OLIVIA**

Address: **10730 HUNTER CIRCLE WEST**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **59** Item # **4**

Lot Description: **LOT 1 GARDINA SUB MBK 5 PG 163 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 421.XXX) 1100 WELLINGTON ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,247	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	4	$	100.00	$	400.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	645.00

Shelia Coldwell
SECRETARY

Marchette Tyte
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **WRIGHT EARNEST & GENNIVE**

Address: **P. O. BOX 7202**

City, State, Zip: **MOBILE, AL 36670**

Repeat Group Number: **59** Item # **5**

Lot Description: **BEG AT NE COR OF OAK DR & STONE ST F/K/A DAVIS AVE & RUN THEN NLY & ALG E/L OF OAK DR DIS OF 143 FT TO SW COR OF LOT 1 BLK 2 OAK DR CT MBK 4 P 486 THEN RUN S 37 DEG 06 MIN E & ALG S/L OF SAID LOT 1 DIS OF 61.25 FT TO PT THEN RUN SLY DIS OF 146 FT TO N R/W OF STONE ST THEN RUN WLY & ALG N R/W OF STONE ST DIS OF 61.3 FT TO PT OF BEG #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 004.03X) 1754 DR MARTIN LUTHER KING JR AVE/F/k/a 1754 STONE ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,996	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	2	$	7.00	$	14.00
		Total Project Cost:			$	389.00

Shelia Eckford
SECRETARY

Marchetta Tarte
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **59** Item # **6**

Lot Description: **PT OF LOTS 17 & 18 BLK 23 CAMP GROUND TRACT DBK 48/343 DESC AS BEG AT SE COR OF LOT 18 TH RUN NLY 72 FT TO A PT TH RUN WLY 50 FT TO A PT TH RUN SLY 72 FT TO A PT TH RUN ELY 50 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 482.XXX) 251 N PINE ST**

Nuisance Date: 11/21/2022
Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,559	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	5	$	100.00	$	**500.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**682.00**

Sheli A. Deon
SECRETARY
Marchetta Foute
INSPECTOR
Larry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 11, 2023

Lot Owner: **COOK TARA STRIESAND**

Address: **P. O. BOX 10719**

City, State, Zip: **PRICHARD, AL 36610**

Repeat Group Number: **59** Item # **7**

Lot Description: **LOT 15 BLK 3 RESUB OF THE RESUB OF THE FIRST UNIT OF GULF HEIGHTS MBK 5 P 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 112.XXX) 625 PETIT AVE**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,261	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	55	$	7.00	$	**385.00**
		Total Project Cost:			$	**660.00**

Shelia Eddleman

SECRETARY

Marchetta Davis

INSPECTOR

Harry Jackson

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **HERA MELISSA DAWN**

Address: **526 HELVESTON ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **59** Item # **8**

Lot Description: **LOT 5 BLK 1 CLOVERDALE LOTS MBK 3/503 BEING RESUBD OF BLK 13 OF JACKSONVILLE (29 07 42 0 001 563.XXX) 526 HELVESTON ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,657	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	313.00

Sheli'a Eolt Eaw
SECRETARY

Margaretta Ignite
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **MCMILLAN LINDA**
A/K/A LINDA MCMILLAN

Address: **562 DAUPHIN ISLAND PKWY**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **59** Item # **9**

Lot Description: **LOT 166 GULF MANOR FIRST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 004.XXX) 1711 PERCH DR**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,061	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	396.00

Sheila Eckl Ecw
SECRETARY

Marchetta Dante
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **59** Item # **10**

Lot Description: **LOT 73 1ST UNIT OF MORNINGSIDE MANOR MBK 6 P 431-32 #SEC 6 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 180.XXX) 1564 GREENLAWN DR**

Nuisance Date: 11/21/2022
Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,390	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		3	$	3.00	$	9.00
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	405.00

Sheila Edwards
SECRETARY
Mafchetta Tate
INSPECTOR
Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **59** Item # **11**

Lot Description: **COM AT INTERSECTION OF N R/W/L OF LAXTON ST & E R/W/L OF DRIVER ST TH RUN NWLY & ALG E R/W/L OF DRIVER ST 40 FT TO POB TH CONT NWLY & ALG E R/W/L OF DRIVER ST 40 FT TH ON A DEFLECTION ANGLE OF 88 DEG 51 MIN TO THE RIGHT RUN ELY & PARALLEL W/LAXTON ST 120 FT TH ON AN INTERIOR ANGLE OF 88 DEG 51 MIN RUN SLY & PARALLEL W/DRIVER ST 40 FT TH ON AN INTERIOR ANGLE OF 91 DEG 09 MIN RUN WLY & PARALLEL W/LAXTON ST 120 FT TO POB A/K/A 408 DRIVER ST #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 151.XXX) 408 DRIVER ST**

Nuisance Date: 11/21/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia E. Wolfe
SECRETARY

Marchetta Dente
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 11, 2023

Lot Owner: **WATSON ODESSEL**

% O KIRSTEN SPRAGGINS

Address: **710 HIGHLAND OAKS DR**

City, State, Zip: **ALTANTA, GA 30331**

Repeat Group Number: **59** Item # **12**

Lot Description: **BEG NW COR LAFAYETTE & BERT STS TH NLY 50 FT TH WLY 90 FT TH SLY 50 FT TH ELY 90 FT TO POB BEING PT GRT SEC 25 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 339.XXX) 403 LAFAYETTE ST**

Nuisance Date: 11/21/2022

Date lot was cut: N/A Contractor:

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Edwards
SECRETARY

Marchetta Coute
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **PUGH JENNIFER D**

Address: **7551 BRANCHWOOD DR**

City, State, Zip: **MOBILE, AL 36695-4007**

Repeat Group Number: **59** Item # **13**

Lot Description: **LOTS 36 & 37 BLK 3 OLLINGER & STEINS SUB OF A PART OF SQR 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 003.XXX) 1550 ROBERT E LEE ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		15,941	$	0.0125	$	**199.26**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**349.26**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **TOWER DBW REO LLC**

Address: **10 N PARK PL STE 300**

City, State, Zip: **MORRISTOWN, NJ**

Repeat Group Number: **59** Item # **14**

Lot Description: **LOT 2 MOATES PLACE MBK 21 PG 96 #SEC 3 T4S R2W #MP28 02 03 3 001 (28 02 03 3 001 056.XXX) 5602 CENTRAL BLVD**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,191	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	310.00

Shelia Eddeen
SECRETARY

Marchetta Davis
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **JOHNSON CASSANDRA HARRIS**

Address: **2435 CLAIRMONT DR W**

City, State, Zip: **SEMMES, AL 36575-3315**

Repeat Group Number: **59** Item # **15**

Lot Description: **LOTS 70 & 71 BLK 1 OAKDALE SUBD DBK 156/458 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 078.XXX) 724 KENTUCKY ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,324	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	175.00
		Total Project Cost:			$	650.00

Sheila Ellerson
SECRETARY

Maschetta Tuite
INSPECTOR

Amy Lawson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **SQUARE RACHEL J**

Address: **1009 ALBA ST**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **59** Item # **16**

Lot Description: **LOT 48 BLOCK 1 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 001 (29 11 34 1 001 080.XXX) 1009 ALBA ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,293	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	375.00

Sheila E. Dean
CLERK

Maxchetter Coyte
INSPECTOR

Larry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **COLEMAN NELSE L**

Address: **1563 CAPITAL CIR SE STE 3-210**

City, State, Zip: **TALLAHASSEE, FL 32301**

Repeat Group Number: **59** Item # **17**

Lot Description: **LOT 4 BLK 39 STRAUSS ADD TO WOLFF HGTS DBK 153 PG 30 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 482.XXX) 1356 SPRUCE ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	3,635	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	300.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	510.00

Shelia Eastman
SECRETARY

Marchetta Davis
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **HUNTER JAMES H & DORIS FAYE**

Address: **15700 BROAD BRANCH RD**

City, State, Zip: **CHUNCHULA, AL 36521**

Repeat Group Number: **59** Item # **18**

Lot Description: **LOT 11 PINES SUB MBK 8/47 (32 11 40 0 002 065.XXX) 3909 WIGGINS DR**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,859	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	65	$	7.00	$	455.00
		Total Project Cost:			$	730.00

Shelia Eldean
SECRETARY

Maychetta Tuite
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **ILLINOIS CENTRAL GULF RR**
% CN-BUS REV & R/ESTATE

Address: **1 ADMINISTRATION RD**

City, State, Zip: **FL 1 CANADA,**

Repeat Group Number: **59** Item # **19**

Lot Description: **LOT 272 REV & EXT TO LIBERTY PARK MBK 5 P 66#SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 033.XXX) 0 NORTHWEST DR**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,534	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	12	$	7.00	$	84.00
		Total Project Cost:			$	359.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 11, 2023

Lot Owner: **HARRIS EARL L**

Address: **P. O. BOX 50092**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **59** Item # **20**

Lot Description: **LOT 4 BLK 28 CAMP GROUND TRT DBK 85 P 47 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 110.XXX) 252 CUBA ST**

Nuisance Date: 11/21/2022

Date lot was cut: 4/10/2023 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,356	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		7	$	3.00	$	21.00
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	331.00

SECRETARY

INSPECTOR

SUPERVISOR

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Jeremy P. Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	4/13/2023 - 2:21 PM

60- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Driver John M. Trenier (Emp #17267)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

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	4/14/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/13/2023 - 2:26 PM

60- 2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

FEBRUARY 2023: Officer Sarah Dearmond

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIT WITH THE 2023 ANNUAL BENEFIT LUNCHEON TO BE ON APRIL 27, 2023.

Amount of Contract:

$1,000.00

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-DEARBORN YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.	Cover Memo	4/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/12/2023 - 10:59 AM

60- 2023

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

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Dearborn Young Men's Christian Association, Inc., from his 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 2023 Annual Benefit Luncheon to be held on Thursday, April 27, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to 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:4/18/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
MAYOR WILLIAM STIMPSON

Purpose and Scope of Project:
CITY SHARE OF CONSULTING SERVICES FOR THE BIG TEN

Amount of Contract:
$9,541.02

Funding Source

Project # 10049000-42110	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - ALABAMA BIG TEN MAYORS ASSOCIATION	Cover Memo	4/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	4/12/2023 - 11:26 AM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Comptroller is authorized to issue, for and on behalf of the City of Mobile, payment to the indicated vendor in the approximate amount stated, for the following invoice as indicated below and attached herein:

Invoice	Account	Description	Amount	Vendor
2023-04	10049000-42110	CITY SHARE OF CONSULTING SERVICES FOR THE BIG TEN.	$9,541.02	ALABAMA BIG TEN MAYORS ASSOCIATION

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
MAYOR SANDY STIMPSON

Purpose and Scope of Project:
FUNDS WILL BE USED IN SUPPORT OF "MOTHER'S INVOLVED AGAINST GUN VIOLENCE"

Amount of Contract:
$5,000.00

Funding Source

Project # DSC-08/10040580-42080	**Discretionary Funds** DSC-08
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION-PROJECT THRIVE FOUNDATION	Cover Memo	4/13/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/13/2023 - 1:29 PM

60- 2023

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

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **$5,000.00** to Project THRIVE Foundation, from his discretionary funds*; and

WHEREAS, *Project THRIVE Foundation,* 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 Project THRIVE Foundation*, will be used in support of "Mother's Involved Against Gun Violence",* 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 **$5,000.00** to Project THRIVE Foundation, 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:4/18/2023

Submitted by:

Jennifer Greene, Program & Project Management

Sponsored by:

Councilmember Small and Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	4/17/2023
info	Cover Memo	4/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/17/2023 - 3:30 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Mayor Stimpson is authorized to partner with Alabama Department of Environmental Management (the applicant) to submit a pre-proposal application to The National Fish and Wildlife Foundation's (NFWF) America the Beautiful Challenge Grant Program in the amount of $5,000,000 for the Brookley by the Bay project. There is required match of 20% for this grant program. The City's match will be the purchase of the Brookley by the Bay property. A full proposal will be submitted by ADEM in collaboration with City if invited by the funding agency.

Adopted:

_____

City Clerk

Daniels, Bettye

From: noreply@novusolutions.com
Sent: Thursday, April 13, 2023 9:47 AM
To: Daniels, Bettye; Sapp, Celia
Subject: An Agenda Item Needs Approval

CAUTION: External Email

An Item has been submitted for your approval.

Item Title: Authorize partnership with Alabama Department of Environmental Management to submit a pre-proposal application for $5,000,000 to the National Fish and Wildlife Foundation's (NFWF) 2023 American the Beautiful Challenge to fund restoration of upland/wetlands and build nature boardwalk to connect Brookley by the Bay to Arlington Park.

This item has been approved by....

Assigned Group: Accounting - Creator
Name: Viewer
Comments:
Entity is a Viewer only

Approved: Laura Angle
Laura Angle, Grants Compliance Mgr.
Date: 4/17/2023

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Mayor Stimpson is authorized to partner with Alabama Department of Environmental Management (the applicant) to submit a pre-proposal application to The National Fish and Wildlife Foundation's (NFWF) America the Beautiful Challenge Grant Program in the amount of $5,000,000 for the Brookley by the Bay project. There is required match of 20% for this grant program. The City's match will be the purchase of the Brookley by the Bay property. A full proposal will be submitted by ADEM in collaboration with City if invited by the funding agency.

Adopted:

_____

City Clerk

April 12, 2023

Dear Councilmembers:

Attached is the resolution to acknowledge the participation in and submission of a grant proposal to the National Fish and Wildlife Foundation's 2023 American the Beautiful Challenge. This grant proposal is a partnership between the City and the State of Alabama's Department of Environmental Management (ADEM), who will submit the grant as required by the Request for Proposals. ADEM was an active participant in our Brookley design meetings, and interested in supporting future conservation and environmental projects on this site.

In 2022, the City purchased 25.41 acres north of the park, of which 93% is wetland habitat. The property was put into Conservation Easement, which legally requires the City to restore, protect and maintain the property in perpetuity for wildlife, ecological integrity, and provide recreational and education opportunities for the public.

The proposed project has two goals: (1) fully restore the degraded uplands and wetlands on the north conservation easement parcel, and (2) construct the publicly accessible raised boardwalk (detailed in the masterplan) that connects the park, the upland parcel and Arlington Park. The 1- mile raised boardwalk would provide access to wildlife viewing, birding, and natural environment, which was a recurring community engagement theme. The park is regional and serves all communities in Mobile and Baldwin County. The requested amount for this project will be $5,000,000, with 20% match from the purchase of the property.

Please do not hesitate to contact me with any questions at 251.208.7199 or at jennifer.greene@cityofmobile.org. Thank you for your ongoing support of the Brookley by the Bay project.

Sincerely,

Jennifer Greene
Director of Programs and Project Management
Public Works

AGENDA ITEM SUMMARY SHEET

Agenda of:4/25/2023

Submitted by:
Jennifer Greene, Director of Program and Project Management

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Attached is the resolution to acknowledge the participation in and submission of a grant proposal to the National Fish and Wildlife Foundation's 2023 American the Beautiful Challenge. This grant proposal is a partnership between the City and the State of Alabama's Department of Environmental Management (ADEM), who will submit the grant as required by the Request for Proposals. ADEM was an active participant in our Brookley design meetings, and interested in supporting future conservation and environmental projects on this site. In 2022, the City purchased 25.41 acres north of the park, of which 93% is wetland habitat. The property was put into Conservation Easement, which legally requires the City to restore, protect and maintain the property in perpetuity for wildlife, ecological integrity, and provide recreational and education opportunities for the public.
The proposed project has two goals: (1) fully restore the degraded uplands and wetlands on the north conservation easement parcel, and (2) construct the publicly accessible raised boardwalk (detailed in the masterplan) that connects the park, the upland parcel and Arlington Park. The 1- mile raised boardwalk would provide access to wildlife viewing, birding, and natural environment, which was a recurring community engagement theme. The park is regional and serves all communities in Mobile and Baldwin County. The requested amount for this project will be $5,000,000, with 20% match from the purchase of the property.

Amount of Contract:
N/A

Effective Date of Contract:
4/18/2023

Funding Source
Project # N/A
Project String N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds $5,000,000

Discretionary Funds N/A
Contract Number:N/A

Matching Funds $1,000,000

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/13/2023
Resolution	Resolution Letter	4/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	4/13/2023 - 10:46 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Marsaf Marine Safety Consulting for provision of Maritime Security Plan training exercises for Cruise Terminal.
DHS Port Security Grant.

Amount of Contract:

$24,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230412 Marsaf Agenda Package POs	Cover Memo	4/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/13/2023 - 2:53 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6541	2023	(F6020) CRUISE TERMINAL	PROVIDE MARITIME SECURITY PLAN TRAINING EXERCISE SERVICES FOR CRUISE TERMINAL (PROFESSIONAL SERVICE)	$24,500.00	(298359) MARSAF MARITIME SAFETY CONSULTING

Adopted:

_____
City Clerk

Bill To	Requisition 00006541-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
MARSAF MARINE SAFETY CONSULTING	CRUISE TERMINAL
106 ARROWGRASS CIRCLE	201 SOUTH WATER ST
	MOBILE, AL 36602
MOYOCK, NC 27958	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#2524550211	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/23	298359				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
001	COURSE DEV SERV INSTRUC/TRAIN MACT 2023 Marine Transportation Security Act (MTSA)Facility Security Plan & OPA90 Tabletop Exercise. AS PER YOUR QUOTE DATED MARCH 1, 2023 Vendor Item	1.00 EACH	24500.00000	24500.00
1	5309.30.15.0000.0000.1530.0000.0000.45060. E G-PDPORT20.INVJUST5 .MARSAF .			24500.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Requisition Link

Requisition Total 24500.00

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

Account	Amount	Remaining Budget
E G-PDPORT20.INVJUST5 .MARSAF .	24500.00	574581.63

Bill To	Requisition 00006541-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
MARSAF MARINE SAFETY CONSULTING	CRUISE TERMINAL
106 ARROWGRASS CIRCLE	201 SOUTH WATER ST
	MOBILE, AL 36602
MOYOCK, NC 27958	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#2524550211	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/23	298359				CRUISE TERMINAL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.45060.	24500.00	

PORT SECURITY GRANT EXP TRAINING

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

Activity	Date	Clerk	Comment
CCancelled	03/02/23	RANDY THREADGILL	GL Allocation changed
Approved	03/02/23	TAYLOR HARRIS	Auto approved by: 910520251
Approved	03/02/23	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	03/02/23	LAPORTSIA NETTLES	
Approved	03/02/23	RANDY THREADGILL	Auto approved by: 910520251
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij
Queued	03/02/23	DONALD ROSE	Automatic Forward to 9105paij
Queued	03/02/23	SANDRA LEWIS	Automatic Forward to 9105paij
Queued	03/02/23	JOHN PAINE	Automatic Forward to 9105paij
Queued	03/02/23	MICHAEL SPAFFORD	Automatic Forward to 9105paij

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Schaefer Plastics North America LLC for 795 95-gallon plastic garbage carts for Garbage Collection .
General fund.

Amount of Contract:

$45,958.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230412 Schaefer Agenda Package POS	Cover Memo	4/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/13/2023 - 2:54 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
7920	2023	(2090B) GARBAGE COLLECTION	793 95GAL PLASTIC GARBAGE CARTS (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$45,958.00	(297915) SCHAEFER PLASTICS NORTH AMERICA, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007920-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	HGAC CONTRACT #RC01-21			
	QUOTE# 024438-1			
001	USD95Q 95 GALLON BAR CART: TAN	793.00	56.00000	44408.00
	BODY WITH BLACK LID 10" PLASTIC	EACH		
	WHEELS & RFID TAG MOBILE, ALABAMA			
	BODY HOT STAMP CITY SERVICES // TO			
	THE STREET WITH FACE ARROWS LID			
	HOT STAMP BD: BG1 LID: LIDBK1			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			44408.00
	Ship To			
	PUB WORKS - TRASH			
	1900 HURTEL STREET			
	BEFORE 2:30 PM			
	MOBILE, AL 36605			
	Deliver To			
	PUB WORKS-SOLID WASTE			
	770 GAYLE STREET			
	BEFORE 2:30 PM			
	MOBILE, AL 36604			
002	FREIGHT	1.00	1550.00000	1550.00
		EACH		
	Vendor Item			

Bill To	Requisition 00007920-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/23	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1550.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 45958.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	45958.00	2514341.89
SANITATION EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	04/03/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/03/23	JAMES DELAPP	
Approved	04/03/23	CASI CALLAWAY	Auto approved by: 910518527
Forward	04/07/23	KAREN NAMAN	Automatic Forward to 9105paij

Bill To	Requisition 00007920-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/23	297915				GARBAGE COLLECTION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/11/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/11/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/11/23	JOHN PAINE			
	Approved	04/11/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Schaefer Systems International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10021 Westlake Drive, Charlotte, NC 28273.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

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off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Schaefer Systems International, Inc.

Signature DocuSigned by: B7CC804FA0674FB...

Name Brett Belda

Title Vice President of Sales

Date 12/29/2020

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 1/4/2021

DocuSign Envelope ID: 70DE48B8-2FB9-4DC5-994D-7E95FC915233

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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Attachment A
Schaefer Systems International, Inc.
Refuse and Recycling Containers & Lifters
Contract No.: RC01-21

H-GAC Product Code	Item Description	Offered Price	Minimum Qty
RC21A96	**Schaefer Systems International, Inc.** GMT120 32-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 52.25	100
RC21A97	**Schaefer Systems International, Inc** USD65M 65-gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 47.50	104
RC21A98	**Schaefer Systems International, Inc.** USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10" quick-release plastic wheels	$ 50.25	110
RC21A99	**Schaefer Systems International, Inc.** GMT240 64-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 56.25	110
RC21D65	**Schaefer Systems International, Inc.** GMT140 38-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 54.25	104
RC21D89	**Snyder Industries** 40 Gallon ECO-Tainer - 40 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic resin is a class 2 recyclable resin. Base can be weighted up to 75 lbs, (10) standard colors.	$ 450.00	6
RC21D90	**Snyder Industries** 58 Gallon ECO-Tainer - 58 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic is a class 2 recyclable plastic, Base can be weighted up to 75 lbs, (10) standard colors.	$ 575.00	6
RC21D91	**Snyder Industries** 200G - 200 gallon (0.992 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial container, side load application, molded-in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 200.00	10
RC21D92	**Snyder Industries** 300G - 300 gallon (1.485 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors	$ 225.00	10
RC21D93	**Snyder Industries** 450G - 450 gallon (2.228 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin,commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 300.00	10
RC21F37	**Schaefer Systems International, Inc.** USD35B 35 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 8" wheels.	$ 39.50	108
RC21F38	**Schaefer Systems International, Inc** USD65B 65 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" wheels.	$ 49.00	104
RC21F39	**Schaefer Systems International, Inc** USD95B 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 12" wheels.	$ 56.25	100
RC21F40	**Schaefer Systems International, Inc** USD65C 65-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 10" plastic wheels	$ 49.00	104
RC21F41	**Schaefer Systems International, Inc.** USD95C 95-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 12" plastic wheels	$ 56.25	105
RC21F42	**Schaefer Systems International, Inc** USD95M 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 50.25	105
RC21G105	**Schaefer Systems International, Inc.** GMT360 96-gallon capacity European-style refuse/recycling container, injection molded, 12" rubber wheels	$ 72.50	100

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RC21G106	**Snyder Industries** 70/30 Lid - fits on 200-300-450 Gallon Cans. Two piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts, front lid is single wall design, bi-lingual instructions molded into plastic. (10) standard colors.	$ 125.00	10
RC21G107	**Snyder Industries** 50/50 Lid - fits on 200-300-450 Gallon Cans. Three piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts. Front lids are double wall design. (10) Standard colors.	$ 165.00	10
RC21H127	**Schaefer Systems International, Inc.** USD35C 35-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 8" plastic wheels	$ 39.50	108
RC21H128	**Schaefer Systems International, Inc.** WISTAROne® Handheld RFID Reader	$ 875.00	1
RC21H129	**Schaefer Systems International, Inc.** WISTAROne® Service Verificaton Equipment - RFID Truck System w/ In-Cab Display - Per Truck Cost	$ 4,200.00	1
RC21H130	**Schaefer Systems International, Inc** WISTAROne® Monthly Data Subscription for Handheld Scanner &/or RFID Truck System (Minimum 1-Year Subscription)	$ 60.00	12 MONTHS
RC21H131	**Schaefer Systems International, Inc** WISTAROne® Asset Management Only Annual Subscription - 1-Year Subscription	$ 3,600.00	12 MONTHS

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that H-GAC or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:
Nick Amberger, P.E. City Engineer

Sponsored by:
Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:
To accept contract with Chris Brewer Contracting, Inc.

Amount of Contract:
$387,852.00

Funding Source

Project # C0781 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4404

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction Services	Cover Memo	4/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/10/2023 - 3:13 PM
Capital	Rhodes, Brenda	Approved	4/10/2023 - 4:19 PM
Legal	Kern, Chris	Approved	4/12/2023 - 11:25 AM
Mayors Office	Montgomery, Brandi	Approved	4/13/2023 - 2:54 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Hillwood Rd. Sidewalk Project; COM Project # 2023-3005-07

PROJECT #: C0781 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Sidewalk and Ramp Repair

CONTRACT AMOUNT: $387,852.00

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

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

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 4/10/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Joel Daves

WHEREAS, bids for sidewalk and ramp repairs for district 5 were received and opened on March 8, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Chris Brewer Contracting, Inc., in the amount of $387,852.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Chris Brewer Contracting, Inc.

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

Name of Company: Chris Brewer Contracting, Inc.

Project Name: Hillwood Rd. Sidewalk Project (D# 5)

Project Number: 2023-3005-07

Amount: $387,852.00

Adopted:

_____

City Clerk

3

MOBILE
ALABAMA

HILLWOOD RD. SIDEWALK PROJECT

PROJECT NO. 2023-3005-07

BID DATE – MARCH 8, 2023

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Detail & Traffic Control Detail ..... Attachment E

Tax Exemption ..... Attachment F

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, March 8, 2023 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2023-3005-07
Project:	Hillwood Rd. Sidewalk Project
Project Description:	Sidewalk and Ramp Repairs

Plans and contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of twenty-five dollars ($25.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on March 6, 2023.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, March 1, 2023 at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

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

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

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

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

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

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

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

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

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

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

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **HILLWOOD RD. SIDEWALK PROJECT**, City of Mobile Project No. **2023-3005-07**, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

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

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

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

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

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

6. OWNER:

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

7. GUARANTY AND INSURANCE:

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

8. BONDS AND INSURANCE:

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

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Hillwood Rd. Sidewalk Project**, City of Mobile Project No. **2023-3005-07**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

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

11. WITHDRAWAL OF BIDS:

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

12. BIDDERS PRESENT:

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

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner

725

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 40677

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

CHRIS BREWER CONTRACTING INC

MOBILE, AL 36612

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

D: DEMOLITION, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **November 30, 2023** when this Certificate expires.

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

190392

28th day of **November, 2022**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

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

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

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

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

17. ERRORS IN BID:

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

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

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

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

18. CONTRACT AND BOND:

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

19. COLLUSION:

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

20. SUBLETTING OR ASSIGNING OF CONTRACT:

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

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

21. PROSECUTION OF WORK:

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

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor

shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

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

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

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 3-8-2023

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

Project Name: Hillwood Rd. Sidewalk Project
Project No: 2023-3005-07
Project Description: Sidewalk and Ramp Repair
Major work items include: Concrete construction

The Bidder further agrees to construct the improvements in **80** working days.

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

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

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on March 6, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
2018-000	CLEARING AND GRUBBING	1	LS	$10,000.00	TEN THOUSAND DOLLARS ZERO CENTS	$10,000.00
206C-000	REMOVNG ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	300	SY	$15.00	FIFTEEN DOLLARS ZERO CENTS	$4,500.00
206C-001	REMOVING DRIVEWAY AND SIDEWALK (INCLUDING SAW CUTTING)	80	SY	$15.00	FIFTEEN DOLLARS ZERO CENTS	$1,200.00
206C-027	REMOVING PAVERS AND STACK ON PALLETT (ALL TYPES)	40	SY	$10.00	TEN DOLLARS ZERO CENTS	$400.00
206D-000	REMOVING CONCRETE GUTTER (INCLUDING SAW CUTTING)	32	LF	$9.00	NINE DOLARS ZERO CENTS	$288.00
206D-001	REMOVING CONCRETE CURB (INCLUDING SAW CUTTING)	1460	LF	$9.00	NINE DOLARS ZERO CENTS	$13,140.00
206D-002	REMOVING CONCRETE CURB (INCLUDING SAW CUTTING)	30	LF	$9.00	NINE DOLARS ZERO CENTS	$270.00
206D-010	REMOVING WOOD FENCE	10	LF	$10.00	TEN DOLLARS ZERO CENTS	$100.00
206E-006	STUMP GRINDING	6	EA	$350.00	THREE HUNDRED FIFTY DOLLARS ZERO CENTS	$2,100.00
209A-000	MAILBOX RESET	3	EA	$200.00	TWO HUNDRED DOLLARS ZERO CENTS	$600.00
210D-009	BORROW EXCAVATION (A-2-4)	350	CY	$25.00	TWENTY FIVE DOLLARS ZERO CENTS	$8,750.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210D-012	UNCLASSFIED EXCAVATION	550	CY	$25.00	TWENTY FIVE DOLLARS ZERO CENTS	$13,750.00
301A-012	CRUSHED AGGREGATE BASE COURSE LAYER, TYPE B, PLANT MIXED (6" THICK)	850	SY	$15.00	FIFTEEN DOLLARS ZERO CENTS	$12,750.00
408A-052	PLANING EXISTING PAVEMENT (1" TO 2" THICKNESS)	400	SY	$12.00	TWELVE DOLLARS ZERO CENTS	$4,800.00
429A-360	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING	125	TON	$200.00	TWO HUNDRED DOLLARS ZERO CENTS	$25,000.00
517D-052	SIDEWALK HANDRAIL	110	LF	$75.00	SEVENTY FIVE DOLLARS ZERO CENTS	$8,250.00
600A-000	MOBILIZATION	1	LS	$10,000.00	TEN THOUSAND DOLLARS ZERO CENTS	$10,000.00
6088-003	CONCRETE DRIVEWAY, 5" THICK	32	SY	$70.00	SEVENTY DOLLARS ZERO CENTS	$2,240.00
618A-000	CONCRETE SIDEWALK, 4" THICK	1,628	SY	$63.00	SIXTY THREE DOLLARS ZERO CENTS	$102,564.00
618A-001	REINFORCED CONCRETE SIDEWALK, 6" THICK	35	SY	$75.00	SEVENTY FIVE DOLLARS ZERO CENTS	$2,625.00
6188-001	CONCRETE SIDEWALK AT DRIVEWAY, 5" THICK	280	SY	$70.00	SEVENTY DOLLARS ZERO CENTS	$19,600.00
618C-000	TRUNCATED DOME INSERT FOR NEW RAMP (GREY)	10	EA	$250.00	TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$2,500.00
618C-001	TRUNCATED DOME INSERT FOR EXISTING RAMP (GREY)	2	EA	$250.00	TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$500.00
618C-002	HANDICAP RAMPS (TYPE 1)	8	EA	$1,250.00	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$10,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618C-003	HANDICAP RAMPS (TYPE 2)	3	EA	$1,250.00	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$3,750.00
618C-004	HANDICAP RAMPS (TYPE 3)	1	EA	$1,250.00	ONE THOUSAND TWO HUNDRED FIFTY DOLLARS ZERO CENTS	$1,250.00
620A-000	MINOR STRUCTURE CONCRETE (INCLUDING STEEL REINFORCEMENT)	8	CY	$500.00	FIVE HUNDRED DOLLARS ZERO CENTS	$4,000.00
623B-001	CONCRETE CURB, TYPE E	50	LF	$33.00	THIRTY THREE DOLLARS ZERO CENTS	$1,650.00
623C-000	CONCRETE CURB & GUTTER	1,600	LF	$35.00	THIRTY FIVE DOLLARS ZERO CENTS	$56,000.00
641E-500	RELOCATE FIRE HYDRANT	2	EA	$0.00	ZERO DOLLARS ZERO CENTS	$0.00
641Q-510	3/4 INCH WATER METER AND BOX RESET	10	EA	$350.00	THREE HUNDRED FIFTY DOLLARS ZERO CENTS	$3,500.00
650A-000	TOPSOIL	300	CY	$12.00	TWELVE DOLLARS ZERO CENTS	$3,600.00
654A-000	SOLID SOD (REPLACE IN KIND)	3,100	SY	$10.00	TEN DOLLARS ZERO CENTS	$31,000.00
663C-000	CONSTRUCTION FENCING	200	LF	$1.00	ONE DOLLARS ZERO CENTS	$200.00
665E-000	POLYETHYLENE	1,000	SY	$5.00	FIVE DOLLARS ZERO CENTS	$5,000.00
665G-000	SAND BAGS	50	EA	$7.50	SEVEN DOLLARS FIFTY CENTS	$375.00
665J-000	SILT FENCE	250	LF	$5.00	FIVE DOLLARS ZERO CENTS	$1,250.00
6650-001	SILT FENCE REMOVAL	250	LF	$1.00	ONE DOLLARS ZERO CENTS	$250.00
66SQ-000	WATTLES	100	LF	$10.00	TEN DOLLARS ZERO CENTS	$1,000.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
703A-000	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	240	SF	$20.00	TWENTY DOLLARS ZERO CENTS	$4,800.00
703C-001	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS	60	SF	$10.00	TEN DOLLARS ZERO CENTS	$600.00
711Ac000	RELOCATE STREET SIGN	3	EA	$150.00	ONE HUNDRED FIFTY DOLLARS ZERO CENTS	$450.00
740A-000	TRAFFIC CONTROL PLAN	1	LS	$1,000.00	ONE THOUSAND DOLLARS ZERO CENTS	$1,000.00
749A-000	PEDESTRIAN CROSS WALK SIGN AND POST	4	EA	$300.00	THREE HUNDRED DOLLARS ZERO CENTS	$1,200.00
999-W	PROJECT SIGN	1	EA	$800.00	EIGHT HUNDRED DOLLARS ZERO CENTS	$800.00
999-X	EXISTING IRRIGATION SYSTEM ADJUSTMENT	350	LF	$15.00	FIFTEEN DOLLARS ZERO CENTS	$5,250.00
999-Y	WORK OF SIMILAR NATURE UTILIZING BID ITEMS DETERMINED BY THE ENGINEER	1	LS	$5,000.00	FIVE THOUSAND DOLLARS ZERO CENTS	$5,000.00
TOTAL BASE BID					**$387,852.00**	

Base Bid

Total (All items listed in Proposal) 387,852.00

Written in words Three Hundred Eighty Seven Thousand, Eight Hundred Fifty Two Dollars and Zero cents

Number of working days to complete 80

Signature of Bidder C.S. Brewer
(If a firm or individual)

Address of Bidder P.O. BOX 70211
Mobile, AL 36607

By Chris Brewer Contracting Inc.

Signature of Bidder C.S. Brewer
(If a Corporation)

By C.S. Brewer
President

C.S. BREWER
Print

Secretary

Print

Treasurer

Print

(Corporate Seal)

ATTEST: [illegible]
~~Secretary~~

Business Address P.O. BOX 70211
Mobile, AL 36607

Business Address

Business Address

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

406777 Alabama
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Chris Brewer Contracting, Inc.
(Name of Contractor)
PO Box 70211 Mobile, AL 36607
(Address)
as Principal, and Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive Oklahoma City, OK 73134
(Address)

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

WHEREAS, the said principal is herewith submitting its proposal for **Hillwood Rd. Sidewalk Project, City of Mobile Project No. *2023-3005-07.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered March 8, 2023 (Date)

Chris Brewer Contracting, Inc (Contracting Firm)

Witness as to Principal By: _____ (SEAL)
Chris Brewer, President

_____ Granite Re, Inc. (Name of Surety)

COUNTERSIGNED: Francis Ware AL License #0453430

Alabama Resident Agent By _____
Attorney-in-Fact & Alabama Resident Agent

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

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

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 8th day of March, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

Palomar
INSURANCE

March 24, 2023

City of Mobile
205 Government Street
Mobile, AL

Re: Chris Brewer Contracting, Inc. Performance and Payment Bond#GRAL59157; Hillwood Road Sidewalks Project No 2023-3005-07. Bond Amount $387,852.00

To Whom It May Concern:

As the bonding agent and Attorney-in-Fact for Chris Brewer Contracting, Inc .and Granite Re, Inc. respectively, please take this letter as your authority to date the bonds and power of attorneys provided for the above referenced contract concurrent with the contract date.

.

Please provide me with a copy of the dated bond documents once they have been fully executed. Should you have any questions please feel free to contact me by email: francisw@palomarins.com or by telephone at334-409-3134.

Sincerely,

Francis Ware

Francis Ware
Bond Agent
Attorney-in-Fact

4525 Executive Park Drive, Ste. 202
Montgomery, Alabama 36116

Toll Free 800.489.0105
Main 334.270.0105
Fax 334.271.0499

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Chris Brewer Contracting, Inc. PO Box 70211 Mobile, AL 36607 as Principal and Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Three hundred eighty seven thousand eight hundred fifty two and 00/100 Dollars ($ 387,852.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2023 (hereinafter called the Contract) for Hillwood Road Sidewalk Project Project No 2023-3005-07 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED this 4th day of April 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____

(Signature)

C.S. Brewer

(Print)

ATTEST:

_____

(Signature)

Kim Driscoll (Print)

ITS: President

(Title)

ITS: Account Manager

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____

(Signature)

Francis Ware

(Print)

ATTEST:

_____

(Signature)

Christy Hicks (Print)

ITS: Attorney-in-Fact

(Title)

ITS: Account Manager

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Chris Brewer Contracting, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Three hundred eighty seven thousand eight hundred fifty two and 00/100 dollars ($ 387,352.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2023 , entered into a Contract with the Owner for Hillwood Road Sidewalk Project No 2023-3005-07 which agreement is by reference made a part hereof.

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

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

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

SIGNED, SEALED AND DELIVERED this 4th day of April 2023.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

(Corporate Name) Chris Brewer Contracting, Inc.

BY: _____

(Signature)

C.S. Brewer

(Print)

ITS: President

(Title)

ATTEST:

_____

(Signature)

Kim Driscoll (Print)

ITS: Account Manager

(Title)

(Surety sign here) (Corporate name) Granite Re, Inc.

BY: _____

(Signature)

Francis Ware

(Print)

ITS: Attorney-in-Fact

(Title)

ATTEST:

_____

(Signature)

Christy Hicks (Print)

ITS: Account Manager

(Title)

Corporate Seal

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2023.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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

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

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

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

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

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

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

ITEM VII
INSURANCE

A. INDEMNIFICATION: Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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

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

1. Workers' Compensation/Employer's Liability:

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

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

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

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

2. Comprehensive General Liability Insurance:

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

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

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

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

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

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

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

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

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

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

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

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

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

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

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

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

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

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

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

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

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

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

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

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

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

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company.

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

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal Manual on Uniform Traffic Control Devices (MUTCD) Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

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

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

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

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

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

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

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable

laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

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

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

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

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

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

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

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

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

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

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

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

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

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

40. Omit

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

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

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. Omit

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

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

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

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

49. Omit

50. Working hours on certain streets may be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface, when necessary. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Omit

56. Omit

57. Omit

58. Omit

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

60. Omit

61. Omit

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Omit

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

66. An ALDOT Concrete Mix Design will not be required. The mix design shall be 3000 psi, and shall be submitted and approved by the CITY ENGINEER prior to beginning of construction.

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and Chris Brewer Contracting, Inc. , party of the second part.

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

Project Name: Hillwood Rd. Sidewalk Project
Project No: 2023-3005-07
Project Description: Sidewalk and Ramp Repair
Major work items include: Concrete construction

City of Mobile Project Number **2023-3005-07**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 387,852.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

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

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

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

CONTRACTOR:

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

CITY ENGINEER:

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

ENGINEER:

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

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

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

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor

should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

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

FINAL ESTIMATE:

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

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

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

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

E-VERIFY:

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

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

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2023 CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

SIGNATURE:

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

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

_____(Print)

Chris Brewer Contracting Inc

CONTRACTOR: **(IF CORPORATION)**

_____ ____(Print)

BY: _____

ITS PRESIDENT

_____ int)

ATTEST:

Kim Driscoll

ITS SECRETARY

Kim Driscoll (Print)

Corporate Seal

_____

DATE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

   429.A277.01

   Description
   This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.02

   Materials
   Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

   429.A277.03

   Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

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

618.D.01

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

618.D.02

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

618.D.03

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

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

618.E.1

Description

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

618.E.2

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

618.E.3

Basis of Payment

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

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

9. OMIT

10. OMIT

11. *OMIT*

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

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

13. ITEM 654-A *SOLID SODDING*:

    654.A.1

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

    654.A.2

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

14. ITEM 690-A *PROJECT SIGN -PORTABLE:*

    690.A.01

    Description
    This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per

construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

15. OMIT

16. ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION

Hillwood Road



1/4/2023, 9:35:27 AM

1:9,033

0 0.07 0.15 0.3 mi

0 0.1 0.2 0.4 km

Parcel Details

City of Mobile GIS Department

Web AppBuilder for ArcGIS

City of Mobile GIS Department | City of Mobile Engineering | 100/200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2023

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

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

PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AlaComp	
INSURER B : Midwest Employers Casualty Co.	23612
INSURER C : Pennsylvania National Mutual Casualty	14990
INSURER D : Penn National Security Insurance Co	32441
INSURER E : Colony Specialty Insurance Company	36927
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 1443234133 **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	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	GY92014239	2/15/2023	2/15/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 500						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
D	AUTOMOBILE LIABILITY	Y	Y	AX92014239	2/15/2023	2/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
	X Hired Physic X Damage						HPD Deductible	$ 500
C	X UMBRELLA LIAB X OCCUR			UL92014239	2/15/2023	2/15/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	15491000 PDAL155000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Leased/Rented Equip Cargo			IM2579530	2/15/2023	2/15/2024	Limit 250,000 Limit 50,000	Ded 2,500 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Hillwood Rd. Sidewalk Project ; Project # 2023-3005-07.
City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability, and Umbrella Liability. All policies, except for Workers Compensation, shall be primary and and non-contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers Liability. 30 day Notice of Cancellation, non renewal or material change shall apply (except 10 days for non payment).

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36844

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Kimberly Driscoll	Title Accounting Clerk
Signature Kimberly Driscoll	Date 3/8/23
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify Information relating to your Company:	
Company Name:	Chris Brewer Contracting Inc
Company Facility Address:	3025 Dial Street Mobile, AL 36607
Company Alternate Address:	
County or Parish:	Mobile

Employer Identification Number:	20-2329945 e-verify company id 498926
North American Industry Classification Systems Code:	237
Parent Company:	
Number of Employees:	20
Number of Sites Verified or:	1

Are you verifying for more than one site? No
If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Kimberly Driscoll
Telephone Number:	251-456-7270
Fax Number:	251-456-7271
E-mail Address:	accounting@chrisbrewercontracting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Chris Brewer (affiant) who, being duly sworn says as follows:

President/CEO of Chris Brewer Contracting Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Chris Brewer Contracting Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Chris Brewer Contracting, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 498926.

C.B.

CEO of Chris Brewer Contracting, Inc.

Sworn to and subscribed before me this the 8th day of March, 2023

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

Randall Hurd Carter
Signature and Seal of Notary Public

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-07
Hillwood Rd. Sidewalk Project

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

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

the Surety Company, _____

on bond of Contractor, _____

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

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

_____ day of _____, 20_____.

Surety Company

_____

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF

PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2023-3005-07
Hillwood Rd. Sidewalk Project

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

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

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

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S
CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

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

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

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

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

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

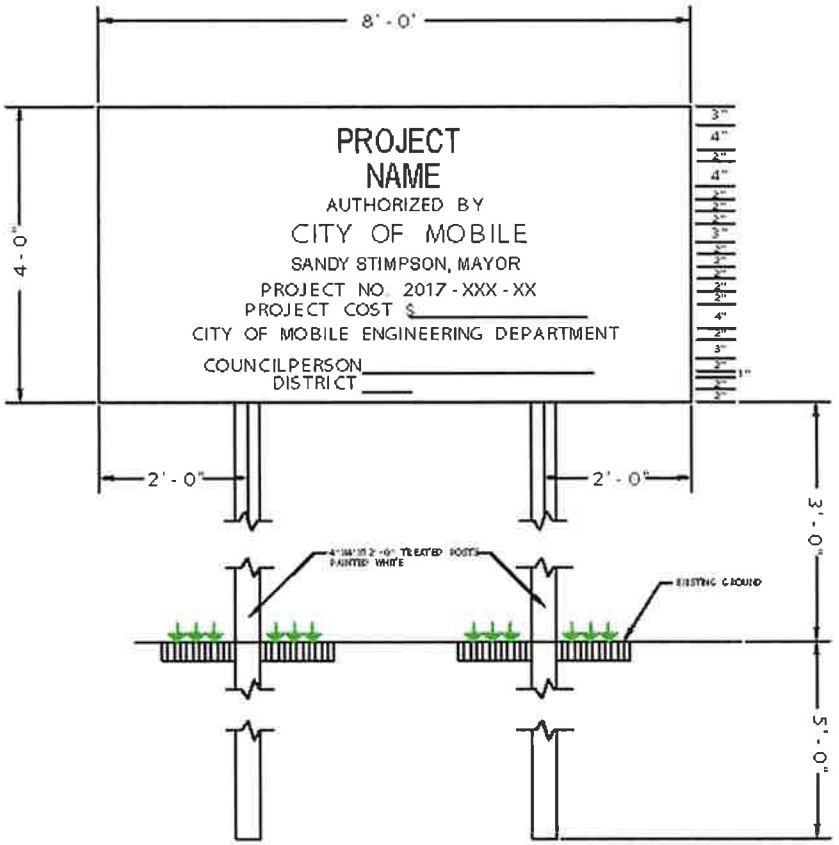
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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

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

ATTACHMENT "E"

SIGN DETAIL & TRAFFIC CONTROL DETAIL



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood pointed with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.

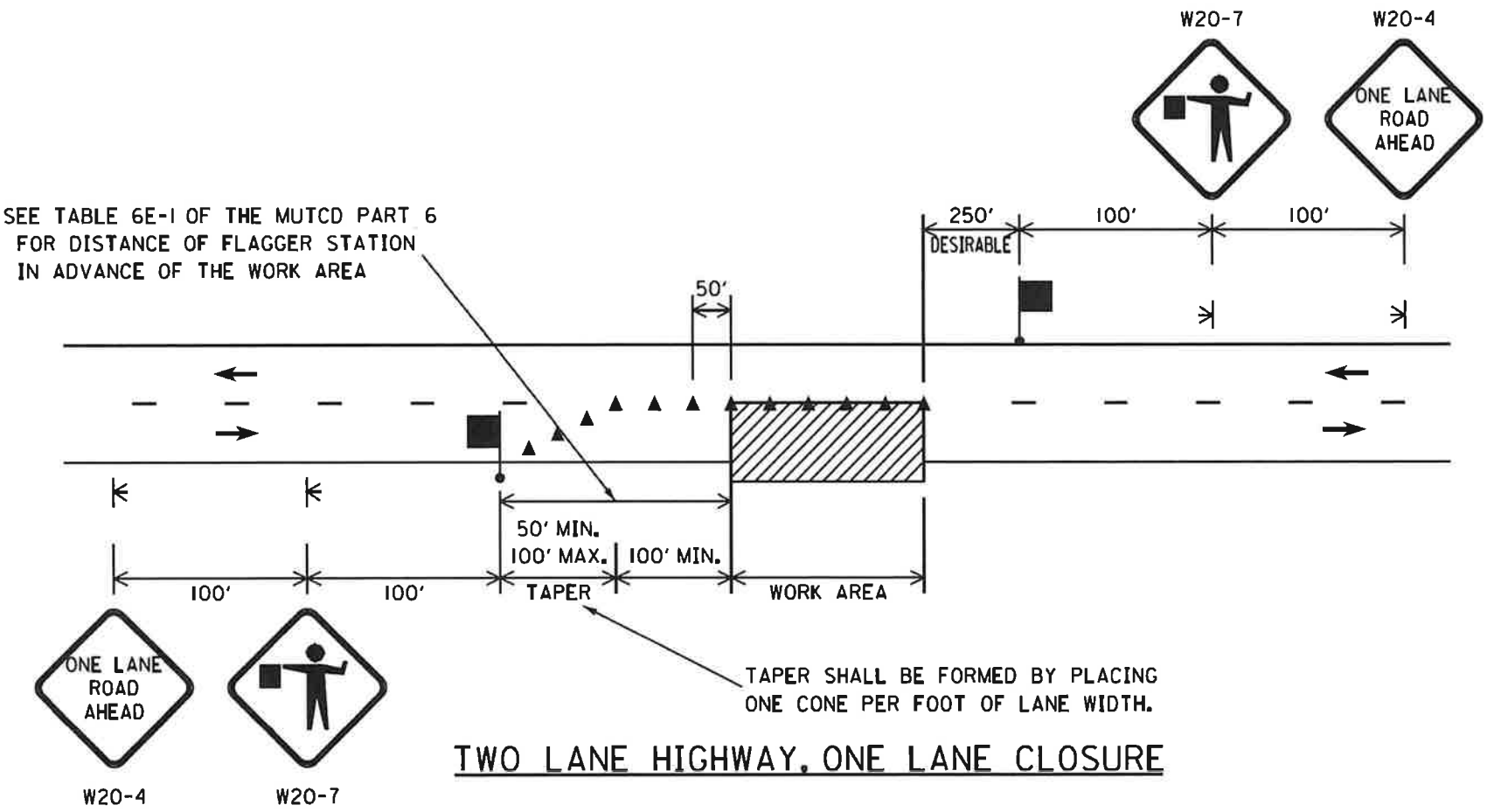
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

–	INITIAL ISSUE	
LETTER	REVISION	DATE

CITY OF MOBILE
ENGINEERING DEPT

CITY STANDARD
PROJECT SIGN DETAIL

SCALE: N.T.S. | DATE: October 2016



TWO LANE HIGHWAY, ONE LANE CLOSURE

ATTACHMENT "F"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

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

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

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

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

B. GENERAL PROCEDURES

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

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

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

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

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

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

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

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

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 3-8-23

Name of Project: Hillwood Rd. Sidewalk Project

Project Number: 2023-3005-07

SALES TAX ACCOUNTING

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

	ESTIMATED SALES TAX AMOUNT
BASE BID: $387,852.00	$ 9,347.00

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

Legal Name of Bidder Chris Brewer Contracting Inc

Mailing Address P. O. Box 7024 Mobile, AL 36607

***By (Legal Signature)** C.S. Brewer

*Name (type or print) C.S. Brewer (Seal)

*Title President

Telephone Number (251) 456-7270

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting, Inc.
Address	3025 Dial Street, Mobile, AL 366607
Telephone	251- 456-7270
E-Mail	Chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 18 Female 2 Minority 12 Non-minority 8 SDVO _____ Total #of Employees 20

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Chris Brewer

Signature: C.S. Brewer Date: 3/8/23

Title: President

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

Name: Randall Carter Title: Project Manager

Email: randall@chrisbrewercontracting.com Phone: 251-721-5100

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 Chris Brewer Contracting Inc Your Bid/Proposal Amount $ 387,852.00 Date: 3-8-23

03 / 08 / 2023 Description Hillwood Rd Sidewalk Project

Name of Bidder/Proposer: Chris Brewer Contracting Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bayou Concrete		Concrete	33,000.00	8.5%	NO	
Mobile Asphalt		Asphalt	6,000.00	1.5%	NO	
D.O.T Construction		Hauling	58,177.80	15%	X yes	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting, Inc

Contact Person: Chris Brewer Phone 251-456-7870 Email Chris@chrisbrewercontracting.com

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

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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

Section 2 (B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c)

If the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/____
(Title) (Date)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/18/2023

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 11:40 AM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN & SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of The Way to Go, Inc. to operate a sedan and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 18, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of The Way to Go, Inc. for a Certificate of Public Convenience and Necessity to operate a sedan and shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Markell Jones individually or on behalf of The Way To Go, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

The Way To Go

Business Address: _____

Telephone: (251) 586-8510 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

Mobile AL

Address City State Zip code

Telephone Number: (251) 454-1690 Driver's License #: _____

Residing in Mobile County: Years: 48 Months: _____

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated ✓ State of Incorporation _____

Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Markell Jones	owner		100 %

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☑ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? M-S 8AM-6PM

How many vehicles (carriages) do you intend to operate? 10
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Toyota	Year:	2015	Model:	Sienna
Make:	Toyota	Year:	2011	Model:	Prius
Make:	Toyota	Year:	2010	Model:	Prius

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

1. Toyota	2010	Prius
2. Dodge	2019	Caravan
3. Dodge	2019	Caravan
4. Toyota	2017	Sienna
5. Toyota	2012	Prius
6. Toyota	2010	Prius
7. Toyota	2009	Sienna

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Markell Jones
Applicant's Signature

NAME OF ENTITY:

The WAY TO Go

By: MArKell Jones
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30th **DAY OF** March, **20**23

Notary Public

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Markell Jones

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'7"

Weight: 170

Hair Color: BLK

Eye Color: Bro

Social Security Number: _

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Markell Jones

Signature

3-28-2023

Date signed

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Markell Jones

Date of Birth: ___ Security #: ___

Present Address: Mobile, Al

Home Phone Number: (251) 454-1690 Work Phone Number: (251) 586-8510

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Mobile Fire Rescue Dept

Present Position/Title: Driver / Emt-B

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
N / A			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements. N/A

Give nature of all transactions or acts giving rise to these judgements. N/A

Give name and location of court in which judgements were entered and date entered. N/A

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Markell Jones
Signature

3-28-2023
Date Signed

Personal Data Report

General Descriptors

Name:	JONES, MARKELL DE-ANTHONY		
Address:	[redacted]	**Nick Name:**	
Phone:	251-454-1690		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	12/22/1974
Sex:	M	**Age:**	48
Weight:	195	**Eyes:**	BROWN
Height:	5'07"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

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Identifying Numbers

DL State: AL	**DL #:** [redacted]	**DL Type:** D	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: C Gaylor T

DATE: March 28, 2023

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 421-84-6719

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
201060277601	2010602776	6/17/2001	JONES, MARKEAL DEANTHONY	12/22/1974	UNKNOWN LOCATION UNKNOWN,	WILSON, A	CONV	DEL BARCO & SPRING HILL MOBILE,	MARIJUANA POSSESSION 1ST
204030325601	2040303256	3/19/2004	JONES, MARKELL DEANTHONY	12/22/1974	UNKNOWN LOCATION UNKNOWN,	YOKLEY, B A	CONV	1012 CHERRY ST MOBILE,	DOMESTIC VIOLENCE 3RD DEGREE
214050380402	2140503804	3/28/2014	JONES, MARKEAL DEANTHONY	12/22/1974	UNKNOWN LOCATION UNKNOWN,	CONDITT, ELENI	CONV	6715 OVERLOOK RD MOBILE,	DOMESTIC VIOLENCE 3RD - HARASSMENT

3 Records Selected

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A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
A RECORD
CHECKED BY: C. Dwight
DATE: March 28 2023

03/28/2023 11:41