AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 4, 2023, 10:30 AM

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

   Pastor Barry Jones, Sr., Manna Ministries

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 Toulminville Crichton CDC for a waiver of the Noise Ordinance at Mill Street Park on May 27, 2023, from 8:00 a.m. - 2:00 p.m. (District 1).

   Request of Benjamin Russell for a waiver of the Noise Ordinance at 4100 Ursuline Drive on April 22, 2023, from 6:30 p.m. - 10:00 p.m. (District 7).

   Request of Jacklin Dees for a waiver of the Noise Ordinance at Langan Park on May 6, 2023, from 12:00 p.m. - 4:00 p.m. (District 7).

   Request of Dorhonda Harris for a waiver of the Noise Ordinance at Langan Park on July 1, 2023, from 10:00 a.m. - 7:00 p.m. (District 7).

9. **PUBLIC HEARINGS**

   Public hearing proposing an amendment to Tax Increment Financing District One in the City of Mobile, authorizing the preparation of an amendment to the Tax Increment Financing District One Plan, authorizing the President of the City Council to perform certain actions required by Alabama law, and directing the publication of this resolution.

   Public hearing to declare the structure at 282 Laurel Drive a public nuisance

and order it demolished (District 2).

Public hearing to declare the structure at 650 St. Michael Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 928 Nellie Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 4400 Government Boulevard a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 5500 Kaiser Court a public nuisance and order it demolished (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass - Address her concerns for oppressing the citizens voices when addressing the Council. Would also like to clarify statement made that the citizens are "abusing their right to speak." What is the Council going to do about the people that can not print the form out?

Betty Shinn - Will state her reasons for opposing annexation.

Robert Battles - Present the pros and cons of annexation.

11. ORDINANCES HELD OVER

88-006 Ordinance approving a Land Exchange and authorizing the execution of a Land Exchange agreement between the Board of School Commissioners of Mobile County and the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-015 Amend Appendix A, Downtown Development District, of the Unified Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Councilmember Carroll).

64-016 rezone property located at 6815 Cary Hamilton Road from R-A to I-1 (sponsored by Councilmember Reynolds).

34-017 Ordinance to levy taxes for this tax year beginning October 1, 2023, and for successive years, on all real and personal property and intangibles located in certain areas within the corporate limits of the City of Mobile and to except from such taxes other areas within the corporate limits of the City of Mobile (sponsored by Mayor Stimpson).

12. CONSENT RESOLUTIONS HELD OVER

03-339 Concur in the re-appointment Mary Stewart Nelson to the AltaPointe Health Systems, Inc. Board (sponsored by City Council) (submitted by Lisa C.

Lambert, City Clerk).

37-342 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to BusyBee Hookah and IceBar Lounge, 5441 U. S. Hwy 90 (sponsored by Councilmember Reynolds).

13. RESOLUTIONS HELD OVER

37-834 Approve a Certificate of Public Convenience and Necessity to Medevac Alabama, Inc. to operate an ambulance service (submitted by Lisa C. Lambert, City Clerk).

08-359 Approve purchase orders for fuel for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-360 Approve purchase order to Sunbelt Fire, Inc. for bunker gear for MFRD; $34,944.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-361 Approve purchase order to Empire Truck Sales, LLC for a concrete truck for Public Services Maintenance; $150,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-362 Approve purchase order to CDW Government, LLC for annual renewal of Netmotion Network Mobility software for MIT; $15,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-363 Approve purchase order to Insight Public Sector for 65 Elitebook Laptops for MPD; $32,628.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-364 Approve purchase order to Starke Motorcars, LLC for 40 Chevrolet Tahoe Police Package SUVs for MPD; $2,359,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-365 Allocate funds from the Storm Water Fund to Capital Project Municipal Storm Water Fees Project for various projects; $2,726,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Gill Mallory, Capital Projects).

09-366 Allocate funds from Capital Improvement Reserve to Capital Project I-65 and I-10 Lighting Improvements; $500,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-367 Authorize change order with InLine, LLC for LED fixture replacement for interstate street lights; $422,149.15 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-368 Authorize contract with Tetra Tech, Inc. for disaster debris removal monitoring and consulting services (sponsored by Mayor Stimpson) (submitted

by Marc Vassallo, Public Services Dept.).

21-369 Authorize contract with Kimley-Horn and Associates, Inc. for engineering services for Transportation Planning Study for game day and special events at the University of South Alabama; $199,909.00 (sponsored by Councilmembers Jones & Gregory and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-370 Authorize contract with Dell Consulting, LLC for electrical upgrades at Copeland Cox Tennis Center; $34,610.00 combined (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-371 Grant permanent and temporary easements to the Mobile Area Water & Sewer System for Eslava Creek Trunk Sewer Upgrades (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept., & Carleen Stout-Clark, RE Dept.).

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-373 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Sidewayz Restaurant, 3211 Springhill Ave. (sponsored by Councilmember Penn).

37-374 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Piggly Wiggly, 1360 Navco Road (sponsored by Councilmember Small).

37-375 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Afash Food Mart, 4362 Government Blvd. (sponsored by Councilmember Reynolds).

37-376 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Afash Food Mart, 7102 Cottage Hill Road (sponsored by Councilmember Jones).

40-377 Declare the structure at 282 Laurel Drive a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-378 Declare the structure at 650 St. Michael Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-379 Declare the structure at 928 Nellie Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-380 Declare the structure at 4400 Government Boulevard a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-381 Declare the structure at 5500 Kaiser Court a public nuisance and order

it demolished (sponsored by Councilmember Gregory).

60-382 Determine an appropriation to Future Leaders Working serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-383 Determine an appropriation to Old Shell Road School of Creative and Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-384 Authorize agreement with Pyrotecnico Fireworks, Inc. for display; Parks & Rec. Dept.; NTE $35,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

08-385 Approve item based bid for printing and mailing of postcards (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-386 Approve purchase order to Graybar Electric Co., Inc. for street light poles and arms; Traffic Engineering Dept.; $65,278.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-387 Approve purchase order to Graybar Electric Co., Inc. for street light poles with 12 ft. truss arms; Traffic Engineering Dept.; $58,672.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-388 Approve purchase order to Best Price Services, LLC for ditch cleaning services; $78,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-389 Authorize purchase order to Kone, Inc. for materials and assembly of skirt brush on Cruise Terminal elevators; $20,473.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-390 Approve purchase order to NEC Corporation of America for Smartscan Fingerprint Identification hardware and software for MPD; $57,890.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-391 Authorize contract with Best Price Services, LLC for right-of-way mowing at DIP and Cypress Shores (sponsored by Councilmembers Small & Reynolds and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-392 Authorize contract with PPM Consultants, Inc. for fueling system work at Motor Pool & City Garage; $58,160.00 (sponsored by Councilmembers Carroll & Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

16. CALL FOR PUBLIC HEARINGS

41-393 Call for 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 (scheduled for April 18, 2023).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	3/22/2023 - 1:24 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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
Toulminville Crichton	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/30/2023 - 9:02 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: Toulminville Creekfest CDC
PLEASE PRINT ALL INFORMATION

Home Phone Number: 257 473-5743 Cell Number: 757-422-5040

Organization (if applicable) _____

Mailing Address of Applicant 2700 Rue de le Fleur Dr 36617

Telephone No. _____ E-mail address thomasby@bellsouth.net

Location or address of event where amplification will be used:

Mill Street Park

Date of Event: 5/27/23 Starting Time: 9:00 Ending Time 7:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: end of School year rally

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S DEPARTMENT
2023 MAR 28 AM 9:05

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gina Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Russell	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/30/2023 - 9:06 AM

...T'S CLERK'S DEPARTMENT
2023 MAR 27 AM 9:54

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: BENJAMIN RUSSELL
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-599-1146

Organization (if applicable) _____

Mailing Address of Applicant 4100 URSULINE DRIVE MOBILE, AL 36608

Telephone No. 251-599-1146 E-mail address _____

Location or address of event where amplification will be used:

4100 URSULINE DRIVE MOBILE, AL 36608

Date of Event: 4/22/23 Starting Time: 6:30 PM Ending Time 10:00 PM

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

Type of Event: BIRTHDAY PARTY

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gina Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Dees	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/30/2023 - 9:08 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: Jacklin Dees
PLEASE PRINT ALL INFORMATION

Home Phone Number: 786-883-6091 Cell Number: 786-883-6061

Organization (if applicable) Meet and Greet

Mailing Address of Applicant 29991 Canyon Hills Rd

Telephone No. _____ E-mail address Jacklin.dees0921@gmail.com

Location or address of event where amplification will be used:

Langan Park

Date of Event: 05/06/2023 Starting Time: 12:00pm Ending Time 4:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Meet and Greet

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

CITY CLERK DEPARTMENT
2023 MAR 27 AM 11:17

07

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gina Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/30/2023 - 9:10 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/17/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/17/2023 - 10:54 AM

41-338 **2023**

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

A RESOLUTION CALLING FOR A PUBLIC HEARING PROPOSING AN AMENDMENT TO TAX INCREMENT FINANCING DISTRICT ONE IN THE CITY OF MOBILE, AUTHORIZING THE PREPARATION OF AN AMENDMENT TO THE TAX INCREMENT FINANCING DISTRICT ONE PLAN, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO PERFORM CERTAIN ACTIONS REQUIRED BY ALABAMA LAW, AND DIRECTING THE PUBLICATION OF THIS RESOLUTION

Sponsored by: Council President Small & Mayor Stimpson

WHEREAS, the City of Mobile, Alabama (the "City") proposes an amendment to Tax Increment Financing District One ("TIF District One"), created as authorized by Resolution of the City Council of the City of Mobile, Resolution No. 60-528 adopted September 21, 1993, pursuant to Ala. Code §§ 11-99-1 *et seq.* (the "Act") and located within the city limits of the City; and

WHEREAS, pursuant to the Act, the City Council of the City desires to initiate certain procedures required by the Act and to authorize certain actions to be taken in furtherance thereof.

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

1. The City Council proposes an amendment to TIF District One, pursuant to the Act. TIF District One includes certain parcels of real property in downtown Mobile within the Henry Aaron Loop and the industrial areas on both sides of the Mobile River adjacent to downtown and along Highway 98 and Battleship Parkway, as depicted on **Exhibit A** hereto and incorporated herein by reference. The boundaries of TIF District One will stay the same.

2. The Mayor of the City is hereby authorized to direct City staff to prepare an amendment to the Project Plan for TIF District One.

3. The President of the City Council (or in his absence, the president pro tempore) is hereby authorized and directed to make written or other submissions required and give any notices or notifications required by the Act, with respect to consideration of the amendment to TIF District One, on behalf of the City Council.

4. The City Council shall meet at 10:30 a.m. on the 4th day of April, 2023, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street, Mobile, Alabama, for the purpose of holding a public hearing, pursuant to Ala. Code §§ 11-99-1 *et seq.*, at

which date, time and place all interested parties will be afforded a reasonable opportunity to express their views on the concept of tax increment financing, on the proposed amendment to TIF District One with its existing boundaries, and its benefits to the City.

5. This Resolution shall be published at length in the *Lagniappe* on the 22nd day of March, 2023, and on the 29th day of March, 2023, both of which publications shall be within the fifteen (15) day period immediately preceding the date of the public hearing, and shall constitute notice of the aforementioned pubic hearing.

6. Any prior actions taken by any officers of the City in connection with the proposed TIF District are hereby ratified and confirmed.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the _____ day of **March, 2023**.

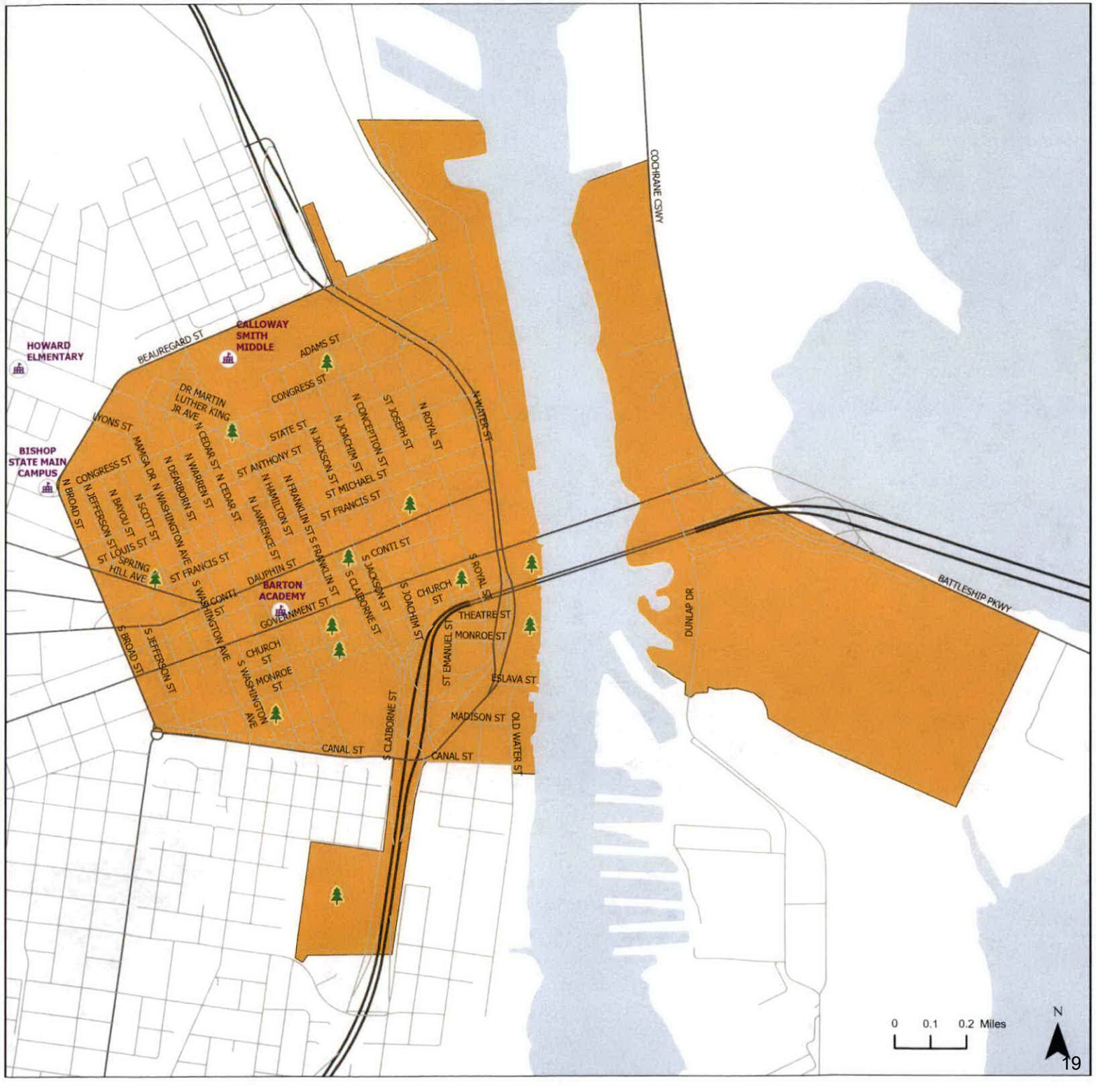
ADOPTED:

_____
Lisa C. Lambert, City Clerk

EXHIBIT A

Map

(attached)



City of Mobile Tax Increment Financing District 1

Downtown Area

TIF District 1
Schools - Public
Parks

Location within Mobile City Limits

Prepared By:
City of Mobile GIS
Date:
March 3, 2023
Data Source:
Base Map - City of Mobile GIS
TIF Boundary - City of Mobile GIS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	3/30/2023 - 10:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	3/30/2023 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 10:16 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	3/30/2023 - 10:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 10:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mass	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/30/2023 - 9:18 AM

CITY CLERK DEPARTMENT
2023 MAR 29 AM 9:54

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: Sabrina Mass Date: 3/28/23

Address: 1050 Belvedere Cir W 36606

Phone: 251.656.4049 Email texast750@gmail.com

Date to Address City Council: 4/4/23

Subject (must be completed): like to address her concerns for oppressing the citizens voice of addressing the council and how they address the Council. Would also like to clarify about a statement made that the citizens are "abusing their right to speak". It's not a privilege. it is a Right to speak to the Council. What are they going to do about the one's who can't print the form out?

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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 Leverette, Tiereney	Approved	3/30/2023 - 9:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/30/2023 - 10:04 AM

ADDRESSING THE CITY COUNCIL

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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: Robert Battles Date: 3/23

Address: 269 N. Broad St

Phone: (251) Email

Date to Address City Council: 4/4/23

Subject (must be completed): present the prost cons of annexation

Specific Questions:

Signature:

2023 MAR 23 PM 3:43

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Carleen Stout, Real Estate

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Ordinance approved a land exchange and authorizing the execution of a Land Exchange Agreement between the Board of School Commissions of Mobile County and the City of Mobile

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ORDINANCE	Cover Memo	1/26/2023
packet	Cover Memo	1/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	1/26/2023 - 3:01 PM
Mayors Office	Montgomery, Brandi	Approved	1/26/2023 - 3:02 PM
Legal	Kern, Chris	Approved	1/26/2023 - 3:01 PM

2023

AN ORDINANCE APPROVING A LAND EXCHANGE AND AUTHORIZING THE EXECUTION OF A LAND EXCHANGE AGREEMENT BETWEEN THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY AND THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson

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 City seeks to acquire that certain real property within Lot 3 of the De Tonti Pointe Subdivision (see attached Exhibit "A") and that Lot 1 of said subdivision 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 transferred to The Board of School Commissioners of Mobile County.

Additionally, it is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire those certain real properties shown on the 1107 Arlington Street Survey (see attached Exhibit “B”) and on the 261 Rickarby Street Survey (see attached Exhibit “C”).

SECTION TWO: In order to accomplish said transfer and acquisition, 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 Land Exchange Agreement for the property shown above.

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

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

SECTION FIVE: Carleen Stout, Real Estate Officer, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the 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.

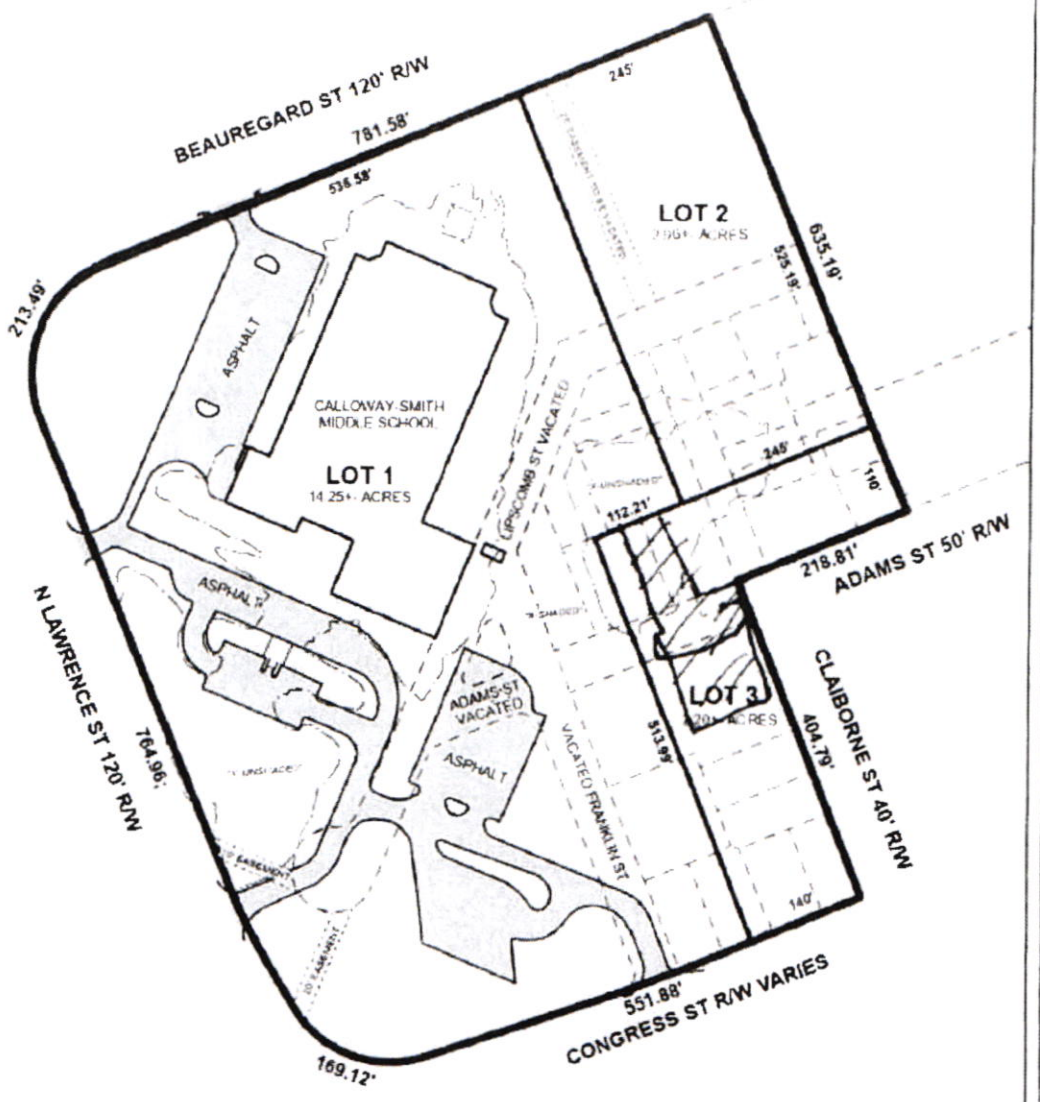
Adopted:

_____

City Clerk

EXHIBIT A

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE December 1, 2022

APPLICANT De Tonti Pointe Subdivision

REQUEST Subdivision

N

NTS

EXHIBIT B

1107 Arlington Street

LEGAL DESCRIPTION

2911360002169

METES AND BOUNDS: BEG ON THE N ROW OF PRESTON AVE AT THE SE COR OF LOT 3 PRESTON SUB # 2 DBK 156 P 446 RUN TH NLY ON E/L OF SD LOT 3 & NLY EXT THEREOF 384 FT(S) TO ARLINTON ST TH WLY ON THE ROW 220 FT(S) TH SLY 373 FT(S) TO PRESTON AVE TH E ON THE ROW 135 FT(S) TO POB PT OF DESC BEING LOTS 3 4 5 & PT LOT 6 PRESTON SUB # 2 LYING IN SEC 36 T4S R1W EXEMPT FOR EDUCATIONAL PURPOSES #SEC 36 T4S R1W #MP29 11 36 0 002

2911360003001

METES AND BOUNDS: THAT PART OF BLK 1 PRESTON S/D NO 2 DBK 156 P 446 & THAT LAND LYING N OF SD SUB & S OF ARLINGTON ST DESC AS FOLL BEG AT THE SE COR OF ARLINGTON ST & KELLOGG ST RUN TH S ON THE ROW 381 FT(S) TO PRESTON AVE TH E ON THE ROW 580 FT(S) TH N 373 FT(S) TO ARLINGTON ST TH W ON THE ROW 407(S) TO POB EXEMPT FOR EDUCATIONAL PURPOSES #SEC 36 T4S R1W #MP29 11 36 0 003

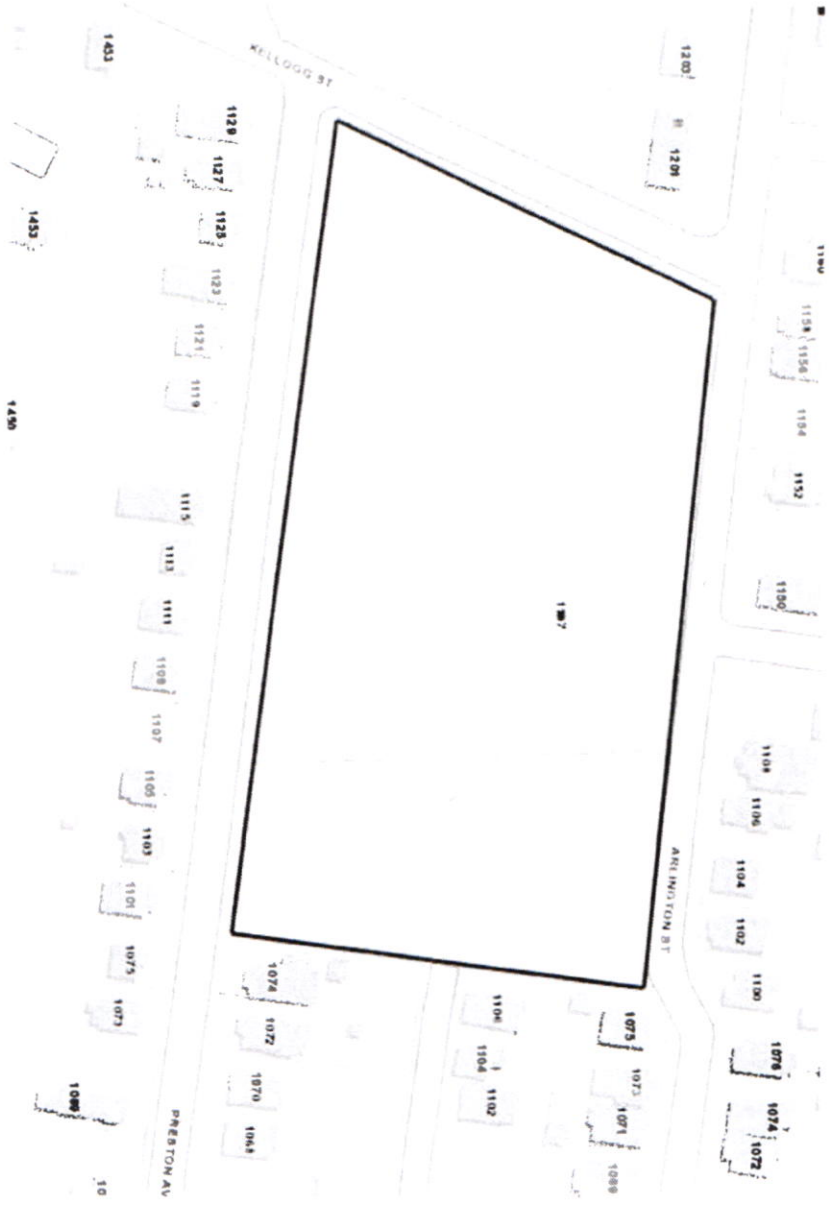
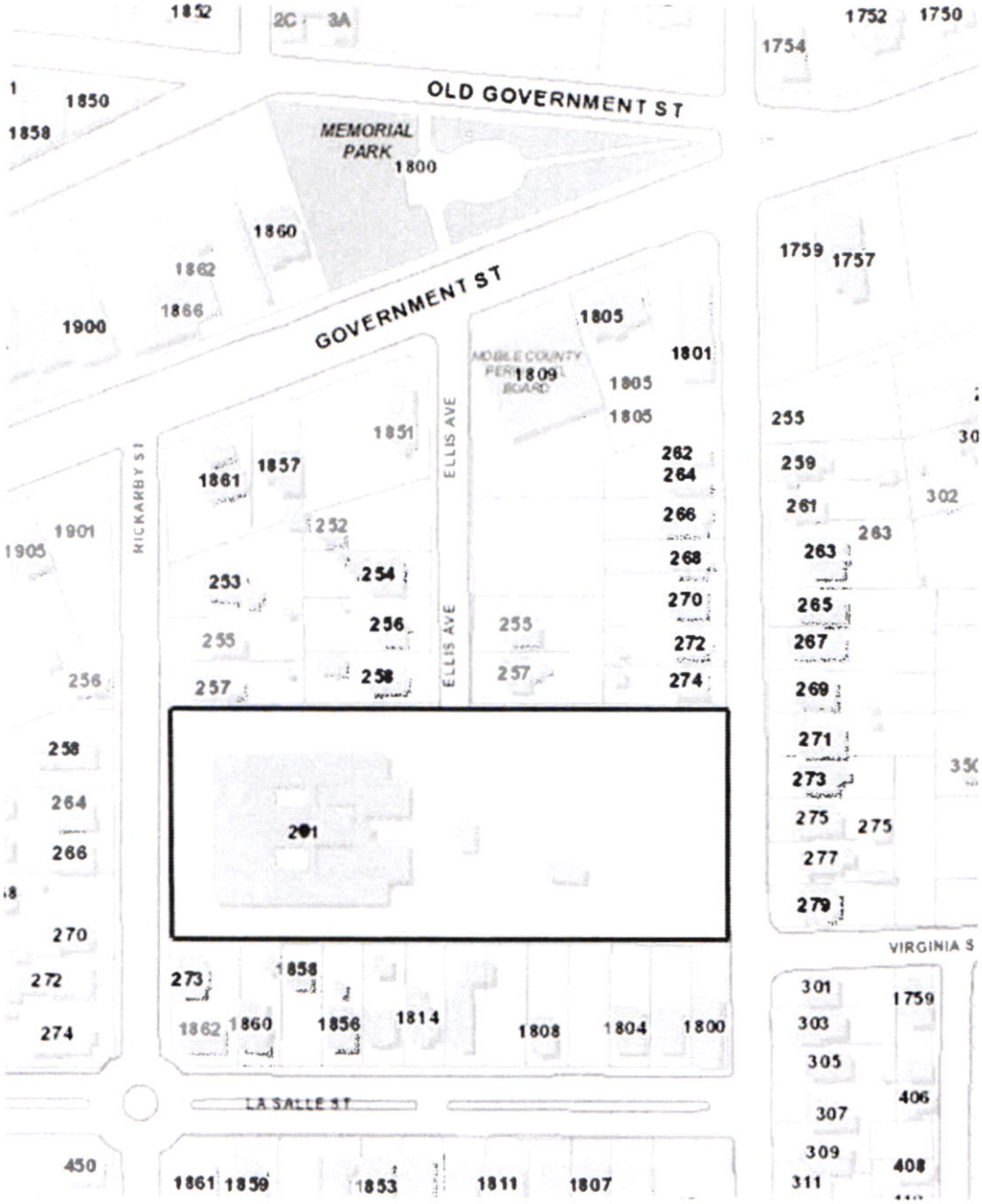


EXHIBIT C

261 Rickerby Street

LEGAL DESCRIPTION

METES AND BOUNDS: BEG WHERE THE N/L OF LOT 1 LEE PLACE INT THE E/L OF RICKARBY ST RUN N ALG THE E/L OF RICKARBY ST 275 FT TH E 676 FT TO THE W/L OF HOUSTON ST TH S ALG SD W/L 275 FT TH W 680 FT TO POB EXEMPT FOR EDUCATIONAL PURPOSES #SEC 38 T3S R1W #MP 29 10 28 2 001



AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	2/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/28/2023 - 1:26 PM

RESOLUTION CALLING FOR PUBLIC HEARING

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 in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **Tuesday, March 28, 2023**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to **AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022**, as amended. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on Thursday, March 23, 2023.

The proposed amendments to the DDD Code will modify the Regulating Plan map and amend certain development standards for the properties fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street (generally known as the Mobile Press-Register site located at 401 North Water Street).

The amendment of the Regulating Plan map will rezone the properties from T-4 and SD, Special District to SD-WH, Special District-Warehouse, and modify the Regulating Plan map as shown on the map published herewith.

The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code. The current standards read as follows:

> All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

The proposed amendment will change the standards to read as follows:

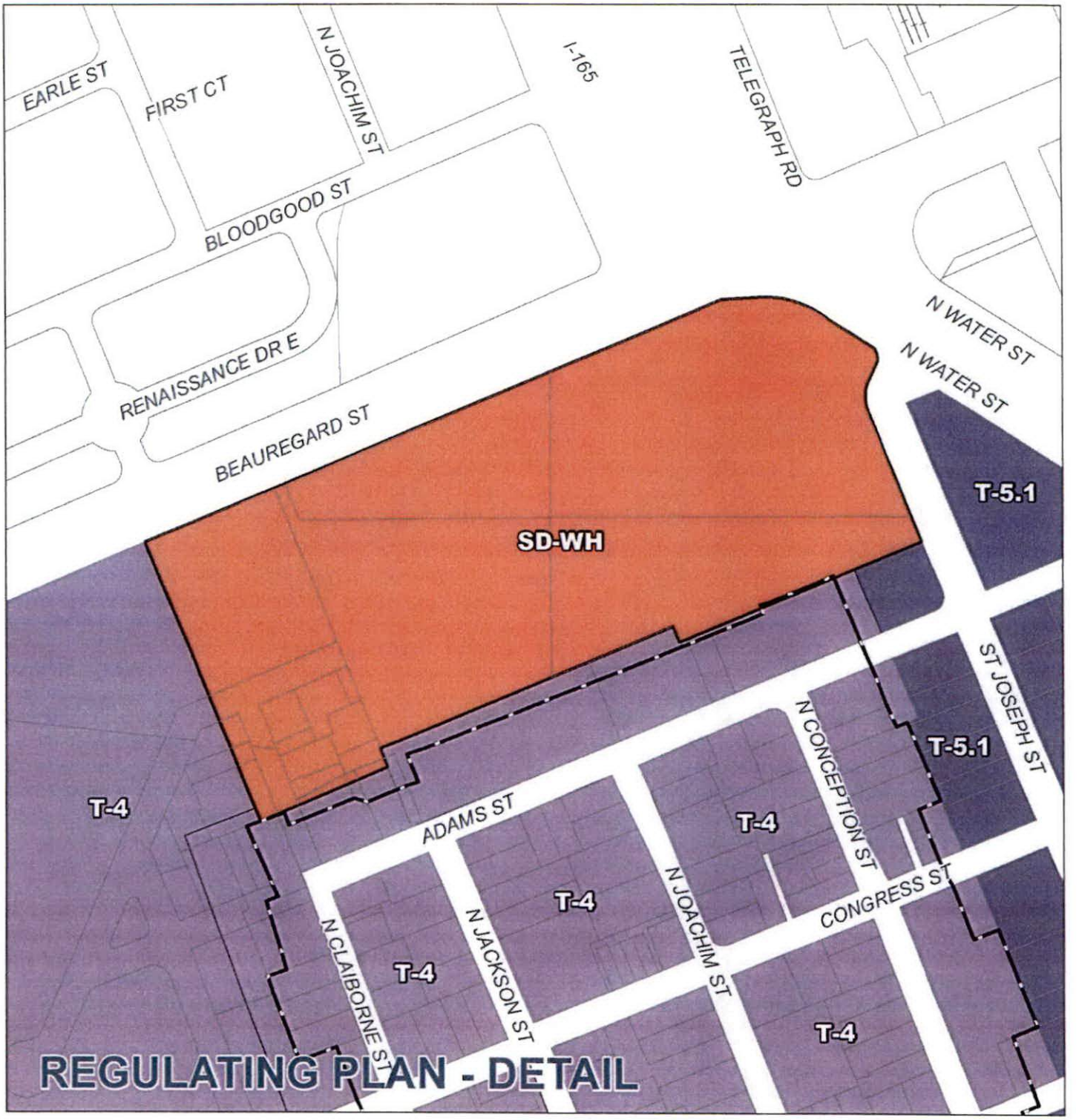
> *Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.

The proposed DDD amendments can be viewed on the City of Mobile's website at https://www.cityofmobile.org/ddd-pr/ .

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

Attach the referenced maps here.

Publish: Three Consecutive Weeks in legal section in standard form; and also one time in regular section in the form of at least a one-quarter page advertisement; all in a newspaper of general circulation in Mobile County.



T-3 Zone
T-4 Zone
T-5.1 Zone
T-5.2 Zone
T-6 Zone
SD-WH
SD
MUNICIPAL
OPEN
Historic District Boundary

AN ORDINANCE 2023

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, more specifically Appendix A, Downtown Development District, Section 10.B.7.(b) is hereby amended so that it now reads in its entirety as follows:

> ***Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street*** **all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below.**

That the Zoning Map of the City of Mobile, 2022, 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:

> **Beginning at the Southeast corner of Lot 1, Mobile Press Register Subdivision, as recorded in Map Book 101 Page 58, in the Office of the Judge of Probate of Mobile County, Alabama; Thence S-67°-39'-26"-W, leaving the West right of way line of St. Joseph Street and along the South line of said Lot 1, for 407.55 feet; Thence S-22°-47'-34"-E, along the South line of said Lot 1, for 12.68 feet Thence S-68°-16'-54"-W, along the South line of said Lot 1, for 56.86 feet; Thence N-23°-34'-57"-W, along the South line of said Lot 1, for 41.15 feet; Thence S-67°-26'-56"-W, along the South line of said Lot 1, for 560.79 feet to a point at the Southwest corner of said Lot 1; Thence S-22°-40'-02"-E, along the West line of Lot 2 of said Mobile Press Register Subdivision, for 37.12 feet; Thence S-67°-28'-21"-W, leaving the West line of said Mobile Press Register Subdivision, for 245.10 feet to a point; Thence N-22°-40'-02"-W, for 523.92 feet to a point on the South right of way line of Beauregard Street, (variable width public R\W); Thence N-67°-13'-00"-E, along the South right of way line of said Beauregard Street, for 245.10 feet to a point at the Northwest corner of Lot 1, aforesaid Mobile Press Register Subdivision; Thence N-67°-02'-30"-E,**

along the South right of way of said Beauregard Street, for 347.35 feet; Thence N-67°-21'-22"-E, along the South right of way of said Beauregard Street, for 100.04 feet; Thence N-67°-05'-47"-E, along the South right of way of said Beauregard Street, for 84.43 feet; Thence N-71°-56'-59"-E, along the South right of way of said Beauregard Street, for 18.89 feet; Thence N-67°-21'-48"-E, along the South right of way of said Beauregard Street, for 307.96 feet; Thence N-86°-16'-16"-E, along the South right of way of said Beauregard Street, for 74.05 feet; Thence Southeasterly, along the South right of way of said Beauregard Street and around a curve to the right having a radius of 147.03 feet and a delta angle of 34°-40'-41", for an arc distance of 88.99 feet to a point at the intersection of the South right of way of said Beauregard Street with the West right of way of Water Street; Thence S-59°-03'-02"-E, leaving the South right of way of said Beauregard Street and along the West right of way of said Water Street, for 123.76 feet to a point at the intersection of the West right of way of said Water Street with the West right of way of St. Joseph Street; Thence Southerly leaving the West right of way of said Water Street, along the West right of way of said St. Joseph Street and around a curve to the right having a radius of 25.00 feet and a delta angle of 90°-10'-22" for an arc distance of 39.26 feet; Thence S-31°-07'-20"-W, along the West right of way of said St. Joseph Street, for 11.63 feet; Thence Southeasterly, along the West right of way of said St. Joseph Street and around a curve to the left having a radius of 87.00 feet and a delta angle of 54°-15'-21" for an arc distance of 82.38 feet; Thence S-23°-08'-01"-E, along the West right of way of said St. Joseph Street, for 329.65 feet to the Point of Beginning. Said parcel lying and being in the City of Mobile, Alabama and containing 643,376 square feet or 14.770 acres, more or less.

The classification of said property is hereby changed from **T-4 Sub-district and SD, Special District, to SD-WH, Special District-Warehouse District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **SD-WH, Special District-Warehouse District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **SD-WH, Special District-Warehouse 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.**

AN ORDINANCE

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

Adopted:

_____

Lisa Lambert, City Clerk

Maynard Cooper & Gale
401 Water Street
(Southwest corner of Water Street and Beauregard Street).
Council District 2
William Carroll

Gauthier, Lana

From: Hoffman, Bert
Sent: Thursday, February 23, 2023 11:09 AM
To: Gauthier, Lana
Subject: For Lagniappe publication - Press-Register site / Adams Street
Attachments: DDD_PR_Notice.pdf; DDD_PR_Notice.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Lana –

The attached documents are for the required Lagniappe publication. ***Legal ads*** to run March 8, 15 and 22; ***Display ad*** to also run on one of these dates.

The PDF should be placed on the website: https://www.cityofmobile.org/ddd-pr/

The Word document can be sent to Lagniappe.

I would like to see the proof.

Bert Hoffman

Long Range Planning
BUILDMOBILE
hoffmanb@cityofmobile.org
(251) 208-5895

We need your feedback. Please fill out our new online survey HERE!

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Wednesday, February 22, 2023 4:20 PM
To: Hoffman, Bert <hoffmanb@cityofmobile.org>
Subject: RE: Press-Register site / Adams Street

Thank you, Bert.

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 23, 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 **Maynard Cooper & Gale** for a change in zoning from **T-4 and SD, Special District to SD-WH, Special District - Warehouse** for the property located at **401 Water Street** (Southwest corner of Water Street and Beauregard Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; 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

James F. Watkins
Maynard Cooper & Gale
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
Text amendment to Amend Appendix A. Section 10.B.7. Transparency

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

At its meeting on February 15, 2023, the Planning Commission considered the above referenced application.

As such, the Planning Commission voted to recommend Approval of amending Appendix A. Section 10.B.7.(b). Transparency to the City Council as follows:

Amend Appendix A. Section 10.B.7.(b). Transparency from:

> **"All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."**
>
> **to**
>
> **"*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."**

AMEND APPENDIX A - 2023 MAYNARD COOPER AND GALE
February 22, 2023

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 22, 2023

James F. Watkins
Maynard Cooper & Gale
11 N. Water Street
Suite 24290
Mobile, Alabama 36602

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH.

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:

i. **Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;**
ii. **Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or**
iii. **Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification 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.**

Please contact the City Clerk at (251) 208-7411 for information regarding the associated advertising fee.

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: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code.

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 Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code, 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.

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **401 Water Street**
(Southwest corner of Water Street and Beauregard Street).
Council District 2
ZON-002371-2023 (Amendment to Regulating Plan)
Maynard Cooper & Gale
Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed Amendment to the Downtown Development District Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH and modify the Regulating Plan map. The amendment of development standards will amend Section 10.B.7.(b) of the DDD Code, Appendix A to the Unified Development Code, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with SEVEN (7) COPIES of this application by NOON on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

ZON-002371-2023
1-26-23

APPLICATION TYPE AND FEES

☒ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

Application for amendment to Regulating Plan and Text Amendment for DDD

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Maynard Cooper & Gale — Name

jwatkins@maynardcooper.com — Email

11 N. Water Street, Suite 24290, Mobile, AL 36602 — Full Address (Street, City, State, Zip)

251-476-9600 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Adams Street Property, LLC — Name

Name (other owners, optional)

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

401 Water Street, southeast corner of Water and Beauregard Street — Property Address

Multiple parcels — Parcel Number

14.770 acres — Property Area (acres or square feet)

SD and TD-4 — Present Zoning

SD-WH — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1-26-23

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

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

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

Applicant Signature _____ Date 1/13/23

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

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

Applicant Signature _____ Date 1/13/23

LDN-002341-2023

APPLICATION DESCRIPTION

The subject property is currently two legal lots of record, Lot 1 of the Mobile Press Register Subdivision (where the offices, printing and warehousing operations once were) and a three acre +/- parcel which is Lot 2 of the newly platted DeTonti Pointe subdivision. The applicant is simultaneously filing for the approval of the combination of those two lots into a single legal lot of record.

The Press Register lot is currently shown as having an SD designation under the regulating plan for the Downtown Development District. The DeTonti Pointe lot is in the TD-4 Transect under the Downtown Development District overlay. The Applicant is requesting that the combined lots be designated SD-WH given the proposed use of the site for beverage warehousing and distribution and also that the regulating plan map be amended to reflect that change.

The applicant is submitting a proposed master plan to support the regulating plan amendment which reflects the applicant's intended construction and development of the site. The applicant intends to modify the existing warehouse improvements by adding an additional 93,000 +/- square feet of warehouse facilities and truck loading bays. Given the size and function of the warehouse/distribution facilities to be constructed and the design of the existing buildings on the property, the applicant is also requesting a text amendment to the regulating plan to remove transparency requirements for the Beauregard Street frontage for Lot 1, GDH Adams Subdivision.

PLANNING CONSISTENCY STATEMENT

The site has been given a Downtown 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.

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric. As a land use district, Downtown (DT) is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

The applicant intends to re-use and repurpose the Mobile Press Register Building to serve as the corporate headquarters and regional distribution center for a local beverage distribution company. Once operational, the business will have more than 220 employees enjoying the downtown area. This type of re-development of existing buildings was one of the stated focuses of the Future Land Use Map. As such, the proposed subdivision and regulating plan amendment being requested here are consistent with the Future Land Use Plan and Map components of the Map for Mobile.

1-26-23
ZON-002371-2023

ZONING STATEMENT

The applicant is requesting that the subject properties be combined into a single lot of record and be designated as SD-WH. The larger of the two lots is currently designated as SD. In order for any future development of that parcel, that parcel will be required to be brought into the regulating plan in an existing transect or a new transect created for the site. Given the type of use proposed at the site (warehouse and distribution) the applicant believes that the existing SD-WH transect is the appropriate designation. The incorporation of the DeTonti Pointe lot into this site would otherwise create a split zoned parcel. To avoid that split zoned lot, and consistent with the proposed use of the entire parcel, the applicant is asking that the entire site be designated as SD-WH.

The applicant would argue that this request would be appropriate given the changing conditions of the surrounding area (much of the northeast end of Beauregard Street is now warehouse and distribution facilities given its close proximity to the port operations). Also, the increased need for business or industrial sites makes it desirable to expand the boundaries of existing districts to include the 3 acre parcel being incorporated into the overall development plan. Ultimately, in this case, the larger of the two sites was given an SD designation when the regulating plan was adopted. In order develop that site, it needs to be given a designation which contains appropriate regulating standards and the applicant believes that the SD-WH designation is most appropriate given the existing structures and use and the proposed redevelopment plans.

PROPOSED TEXT AMENDMENT

In order to accommodate the proposed re-development and expansion of this site the applicant would request a text amendment to the regulating plan to add the following text to Section 10. B.7(b)of Appendix A of the Downtown Development District Regulating Plan:

Notwithstanding the foregoing, warehouse and distribution facilities located in the SD-WH district having more than 75,000 square feet of warehouse space and having frontage on Beauregard Street shall be exempt from the transparency requirements hereof as to the Beauregard Street frontage.

1-26-23
ZON-002871-2023

January 18, 2023

Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

Re: Subdivision and Regulating Plan Amendment (Text and map)
GDH Adams Subdivision

Ladies and Gentlemen:

Please accept this letter as the City of Mobile, Alabama's approval and authorization designating Maynard Cooper & Gale, James F. Watkins, as a party authorized to submit an application for a Subdivision and an Application for Zoning Amendment/Amendment to Regulating Plan with respect to the property identified as Lot 2, DeTonti Pointe Subdivision. The applications will create a single lot of record in the above referenced subdivision and change the regulating plan to reflect a zoning classification of SD-WH.

Sincerely,

Ricardo A. Woods
City Attorney

ZON-002371-2023
1-26-23

January 13, 2023

Urban Development Department

Planning Section

P.O. Box 1827

Mobile, AL 36633

RE: Subdivision and Regulating Plan Amendment (Text and map)
GDH Adams Subdivision

Ladies and Gentlemen,

Please accept this letter as Adams Street Property, LLC's approval and authorization designating Maynard Cooper & Gale, James F. Watkins, as a party authorized to submit an application for a Subdivision and an Application for Zoning Amendment/Amendment to Regulating Plan with respect to the property identified as Lot 1, Mobile Press Register Subdivision, First Addition. The applications will create a single lot of record in the above referenced subdivision and change the regulating plan to reflect a zoning classification of SD-WH.

Sincerely,

Adams Street Property, LLC

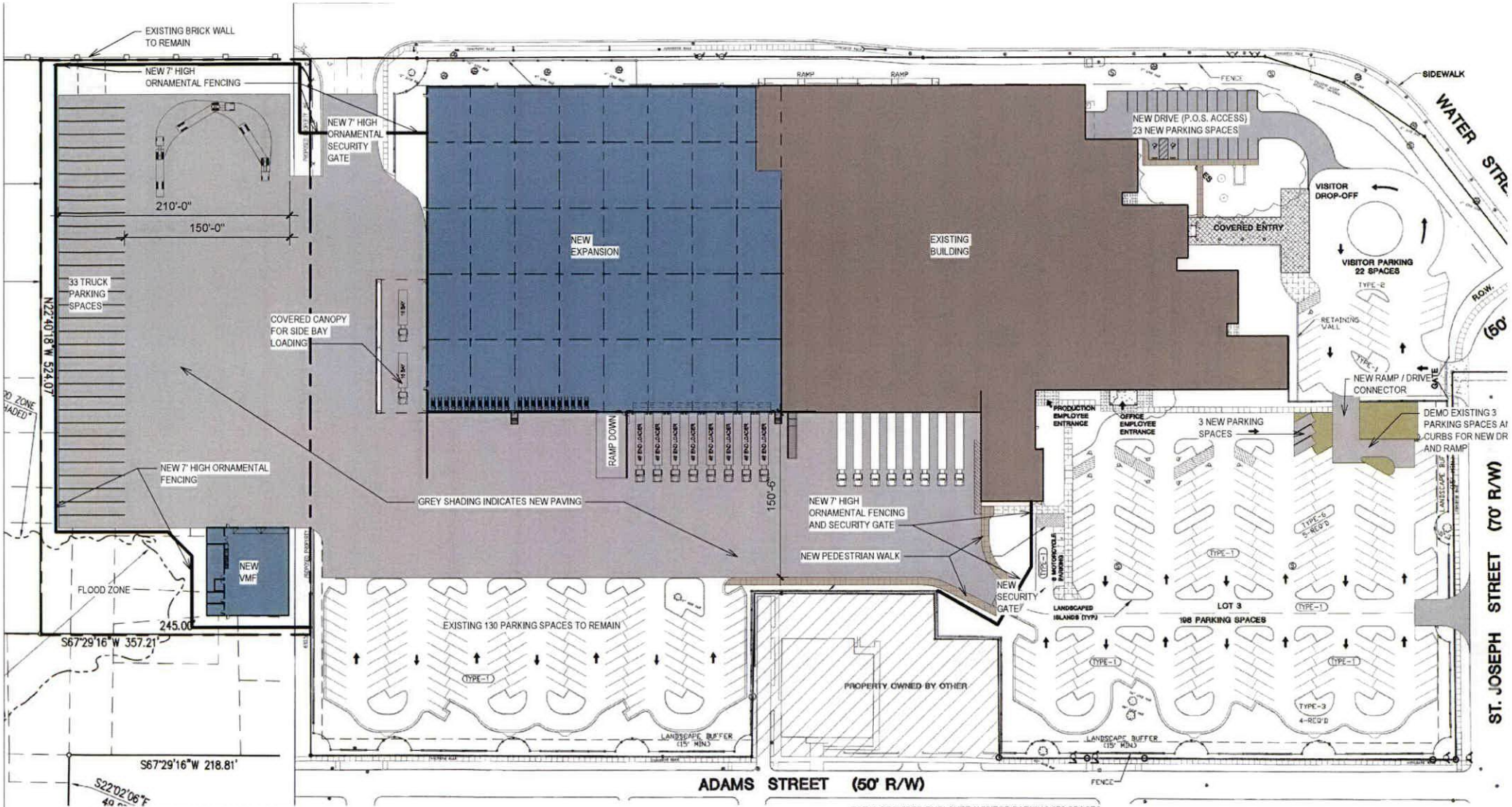
By: _____

Print name: Louis Maisel

As its: Vice President

{06701158.1}

ZON-002371-2023
1-24-23



SITE PLAN
1" = 80'-0"

TOTAL PROVIDED EMPLOYEE / VISITOR PARKING 373 SPACES
REQUIRED PARKING PER CODE (HANK AARON LOOP)
OFFICE - 1 SPACE PER 600 G.S.F. DEVOTED TO OFFICE / COMMERCIAL USES.
WAREHOUSE - 1 SPACE PER 3 WAREHOUSE EMPLOYEES
EXISTING 3 STORY OFFICE 102,645 G.S.F. = 171 SPACES

GULF DISTRIBUTING

Mobile, Alabama

HDA

01-10-2023

A & A
P O BOX 1787
MOBILE AL 36633

ADAMS STREET PROPERTY LLC
3378 MOFFETT RD
MOBILE AL 36607

AMERIGO CARLOS SERRANO & EILEEN D SERRANO
203 ADAMS ST
MOBILE AL 36603

BEARD TY EDWARD & CAROLYN MARIE BEARD
308 N JACKSON ST
MOBILE AL 36603

BLAIR RICHARD DAVID
304 CONCEPTION ST N
MOBILE AL 36603

BLANKENSHIP MICHAEL C
1305 SPRING HILL AVE
MOBILE AL 36604

BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY
P O BOX 180069
MOBILE AL 36618

ZUKLEY JOHN JR
313 N JACKSON ST
MOBILE AL 36603

BRABNER LAURA MICHELLE
316 CONCEPTION ST N
MOBILE AL 36603

BROOKS BENJAMIN H III & KATHY F
4953 AUDUBON DR
MOBILE AL 36619

BROOKS BENJAMIN H III & KATHY STINSON BROOKS
303 JACKSON ST N
MOBILE AL 36603

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO MS 39367

DOPSON MARGARET & JERRI KEITH
311 JOACHIM ST N
MOBILE AL 36603

DYE CARMEN A
304 N CLAIBORNE ST
MOBILE AL 36603

E H FORD MORTUARY SERVICES INC., A TENNESSEE CORPORATION
3390 ELVIS PRESLEY BLVD
MEMPHIS TN 38116

FOREMAN ETSIE & ANNAMAE FOREMAN
952 FRANKLIN ST
MELROSE MA 02176

GULF HEALTH PROPERTIES INC
PO BOX 2226
MOBILE AL 36652

HAMILTON AMY ST. JOHN & FRANCES ST. JOHN ROUSE
1157 PALMETTO ST
MOBILE AL 36604

HELLAND JOHN
PO BOX 277
IRVINGTON AL 36544

HOIT DAVID & GINGER HOIT
312 N CLAIBORNE ST
MOBILE AL 36603

HURD NICOLE
317 CONCEPTION ST N
MOBILE AL 36603

HUTCHENS DENNIS WADE & DANA MICHELLE HUTCHENS
255 ADAMS STREET
MOBILE AL 36603

JONES WILLIAM SHELDON C/O KOALA LAND COMPANY LLC
PO BOX 1726
MOBILE AL 36633

LEE GARY N
1818 DAUPHIN STREET
MOBILE AL 36606

LEE GARY N & LORINE LEE
1818 DAUPHIN ST
MOBILE AL 36606

LEVITT KIDS ONE, LLC, A GEORGIA LLC CARE OF: SCHULTEN WARD TURNER & WEISS LLP
260 PEACHTREE ST, NW, STE # 2700
ATLANTA GA 30303

LPTM LLC
301 SAINT JOSEPH ST
MOBILE AL 36602

MADDOX DOROTHY JEAN & MICHELLE M HARBIN
312 N JACKSON ST
MOBILE AL 36603

MARINE RIGGING INC
552 BEAUREGARD ST
MOBILE AL 36603

MARTIN WILLIE C & SHELIA M
315 N JOACHIM ST
MOBILE AL 36603

M-H PROPERTY ENTERPRISES LLC
11120 TOMAHAWK CREEK PKWY
LEAWOOD KS 66211

MILLER HELLEN D
308 N CLAIBORNE ST
MOBILE AL 36633

MILLSAP CULLEN V & JOHN KILPATRICK
302 BAY HILL DR
DAPHNE AL 36526

MINNAERT MEREDITH HOIT
312 N JOACHIM ST
MOBILE AL 36603

Maynard Cooper & Gale
Attn: James Watkins
11 N Water Street, Suite 24290
Mobile, AL 36602

MOBILE CITY OF ALABAMA A MUNICIPAL CORPORATION
P O BOX 1827
MOBILE AL 36633

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
P O BOX 180069
MOBILE AL 36618

MOBILE HOUSING BOARD
P O BOX 1345
MOBILE AL 36622

NORMAN CARL WILLIAM & KELLY J KANE
304 CONGRESS ST
MOBILE AL 36603

PALMETTO PROPERTIES INC A CORP
P O BOX 7745
MOBILE AL 36670

RAUE BARBARA J & LEON FRANICS RAUE JR
TRUSTEES OR THEIR
P O BOX 441
ESPARTO CA 95627

SAINT JAMES LODGE #65
307 JACKSON ST N
MOBILE AL 36603

SAMUELS MILDRED
1806 IDELL ST
MOBILE AL 36617

SANDERS ANGELA J GIPSON
317 N JACKSON ST
MOBILE AL 36603

SHANE A TAYLOR PROPERTIES LLC
P O BOX 295
MOBILE AL 36601

SHATTO HELEAN I
312 CONCEPTION ST N
MOBILE AL 36603

TUROLSKI ARKADIUSZ & MELISSA GAIL ASPELUND
2530 BRANDY CIR
ANCHORAGE AK 99516

UNITED STATES POSTAL
ATLANTA FACILITIES SRVC OFF 1735
NORTH BROWN ROAD
LAWRENCEVILLE GA 30043

VCP SEAMANS LLC, A ALABAMA LIMITED LIABILITY COMPANY
2110 POWERS FERRY RD SE STE 150
ATLANTA GA 30339

WHATLEY ALEXANDER
313 N JACKSON ST
MOBILE AL 36603

WILL ANNE
320 N JACKSON ST
MOBILE AL 36603

SUBDIVISION, ZONING & TEXT AMENDMENT STAFF REPORT **Date: February 15, 2023**

APPLICANT NAME	Maynard Cooper & Gale
SUBDIVISION NAME	GDH Adams Subdivision
LOCATION	401 Water Street (Southwest corner of Water Street and Beauregard Street)
CITY COUNCIL DISTRICT	District 2
PRESENT ZONING	T-4 and SD-Special District
PROPOSED ZONING	SD-WH, Special District - Warehouse
AREA OF PROPERTY	1 Lots / 14.8± Acres
CONTEMPLATED USE	Subdivision approval to create 1 lot, amendment of the Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH, and Text Amendment to modify Appendix A. Section 10.B.7.(b). Transparency, to allow commercial offices, warehouse and distribution. **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.**
REASON FOR REZONING	To assign an existing Transect District to an undesignated property and eliminate split-zoning.
TIME SCHEDULE FOR DEVELOPMENT	24 months from October 1, 2023

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. Label the POB.
C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision.
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. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) 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 – 87,000 sf.
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.

TRAFFIC ENGINEERING COMMENTS Site is limited to its existing curb cuts with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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.

REMARKS The applicant is requesting Subdivision approval to create 1 lot, amendment of the Regulating Plan to rezone the properties from T-4 and SD-Special District to SD-WH, and Text Amendment to modify Appendix A. Section 10.B.7.(b). Transparency, to allow commercial offices, warehouse and distribution.

The future development of the property includes the removal of an existing 15,000± square foot one-story office-warehouse building, construction of a 93,000± square foot warehouse expansion connected to the existing Press-Register building, and construction of a 6,000± square foot vehicle

maintenance facility with 33 delivery truck parking spaces. The site plan included with the application is the "Master Plan" required for the amendment of the Regulating Plan.

Two lots abut the site and provide a portion of surface parking for the site. These two lots are not included in this application and will remain as-is, retaining the existing T-4 sub-district zoning.

The 14.8± acre site is partially developed, with approximately 3 acres undeveloped. The site is bounded to the East by a multi-family development and commercial property in a T-5.1 district and across North Water Street by I-1 (light) and I-2 (heavy) industrial districts, to the South by developed T-4 residential and commercial properties within the DeTonti Square Historic District, to the West by Calloway-Smith Middle School in a T-4 district, and to the North, across Beauregard Street by residences and vacant properties in an R-3 Multi-Family Residential district.

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 has been given "Downtown" and "Institutional" land use designations, 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.

Downtown is called out as a separate land use designation due to its distinct role, layout and fabric.

As a land use district, Downtown is the ultimate mixed-use environment. Land development and redevelopment will emphasize variety, mixed uses, and unity of form within buildings or complexes.

As the city's and region's center for commercial and service employment, Downtown supports intense development and a dynamic combination of uses: specialty and regional retail shopping and offices; business support services; urban housing at higher densities (starting at 10 dwelling units per acre); civic, educational and cultural destinations; entertainment options; and other public amenities including active and passive park space. The successful integration of a mix of housing types and densities will be critical to achieve a vibrant, 24/7-active Downtown Mobile.

Development in the Downtown district will focus on new, redeveloped and adaptively reused buildings that frame attractive, human-scaled streetscapes, memorable public spaces, bicycle and pedestrian-friendly streets and convenient transit access to jobs, housing and entertainment. Accordingly, certain areas of Downtown will be more intensively developed to facilitate that pedestrian orientation.

The Institutional designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included. Parks and public open space are not included but have their own land use classification.

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.

The current zoning designations of T-4 and SD for the site were assigned in May 2014, when the Downtown Development District (DDD) regulations were adopted by the City Council. The site was developed before the adoption of the DDD regulations.

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 Downtown Development District (DDD) regulations include requirements regarding minimum lot size, curb-cuts and minimum setback requirements which differ than those found in the Subdivision Regulations. Therefore, the subdivision review will take into account the DDD requirements.

The most recent subdivision applications for the site were in December 2022, creating the western property that is the subject of this application, and in June 2003 for the eastern property that is the subject of this application. This request will combine two existing lots into one lot.

The site fronts onto Saint Joseph Street, an "A" street per the DDD regulations, as well as North Water Street and Beauregard Street, which are "B" streets per the DDD regulations. As the overall site has been the subject of previously approved and recorded subdivisions, no additional right—of-way will be required.

The site has one existing curb-cut to Beauregard Street and two existing curb-cuts to Saint Joseph Street. No changes are proposed to any of the existing curb-cuts in relation to the proposed use of the site.

The applicant provided the following statement regarding the subdivision and amendment of the Regulating Plan to rezone the property to SD-WH:

> *The applicant is requesting that the subject properties be combined into a single lot of record and be designated as SD-WH. The larger of the two lots is currently designated as SD. In order for any future development of that parcel, that parcel will be required to be brought into the regulating plan in an existing transect or a new transect created for the site. Given the type of use proposed at the site (warehouse and distribution) the applicant believes that the existing SD-WH transect is the appropriate designation. The incorporation of the DeTonti Pointe lot into this site would otherwise create a split zoned parcel. To avoid that split zoned lot, and consistent with the proposed use of the entire parcel, the applicant is asking that the entire site be designated as SD-WH.*
>
> *The applicant would argue that this request would be appropriate given the changing conditions of the surrounding area (much of the northeast end of Beauregard Street is now warehouse and distribution facilities given its close proximity to the port operations). Also, the increased need for business or industrial sites makes it desirable to expand the boundaries of existing districts to include the 3 acre parcel being incorporated into the overall development plan. Ultimately, in this case, the larger of the two sites was given an SD designation when the regulating plan was adopted. In order develop that site, it needs to be given a designation which contains appropriate regulating standards and the applicant believes that the SD-WH designation is most appropriate given the existing structures and use and the proposed redevelopment plans.*

The proposed use of the property for commercial offices, warehouse and distribution is allowed by right within the proposed SD-WH, Special District-Warehouse district. The majority of the site was originally developed in 2002 for a newspaper printing and distribution facility with associated commercial offices. As the applicant proposes to expand the existing structure, amendment of the Regulating Plan to assign a transect district other than the undefined SD, Special District, is required.

The proposed lot will have approximately 200± feet of frontage on North Water Street, 132± feet of frontage onto Saint Joseph Street, and approximately 1,100± feet of frontage on Beauregard Street. The lot will comply with the minimum width requirements of the Subdivision Regulations. There are no width requirements for lots in SD-WH districts within the DDD.

The proposed lot will be approximately 14.7± acres, or 663,376± square feet. The lot will comply with the minimum lot area requirements of the Subdivision Regulations. There are no lot area requirements for lots within the DDD.

The preliminary plat does not depict any setbacks, however, notes on the plat reference setbacks required by prior approvals. The setbacks required for the SD-WH sub-district are a maximum 10-foot setback for the Primary Building along the Primary (street) Frontage (in this case, Saint Joseph Street due to its designation as an "A" street per the DDD regulations), and "*Unrestricted if fire rating requirements are met*" for the Secondary (street) Frontages and side and rear setbacks. The plat should be revised to note the applicable zoning setbacks.

The DDD regulations limit the number of curb-cuts for properties in SD-WH districts to one (1) per street frontage. As previously noted, the proposed lot has two (2) existing curb-cuts to Saint Joseph Street and one (1) existing curb-cut to Beauregard Street. No changes are proposed by the applicant to the existing curb-cuts and these will remain "as-is."

Finally, prior to any applications for demolition or construction, the applicant must apply to the Consolidated Review Committee for review, as required by the Downtown Development District regulations.

TEXT AMENDMENT REMARKS

As previously stated, the applicant is proposing a 93,000± square foot warehouse addition to the existing structure. This new expansion will have frontage along approximately 300± feet of Beauregard Street. The DDD regulations, Appendix A. Section 10.B.7.(b)., require that all new construction with frontage on a Primary or Secondary Street have a minimum of 20% window transparency per floor facing the street frontage as stated below:

> "All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

In order to accommodate the proposed re-development and expansion of this site, the applicant is requesting that the proposed SD-WH district for this site be exempted from this requirement via a text amendment to the Downtown Development District regulations. The proposed change to the text is in *italics* as stated below:

> "*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

There have been very few instances since the adoption of the DDD in 2014 of warehouse construction or expansion within the DDD. Where it has occurred, it has typically consisted of less than 5,000 square feet, and in association with buildings constructed prior to 1950. In contrast, the anticipated warehouse addition for the site in question is proposed to be over 90,000 square feet, and will be part of a structure originally built in 2002 which has almost no windows along the Beauregard Street frontage.

RECOMMENDATION

Subdivision: The Subdivision request is recommended for Tentative Approval, subject to the following conditions:

1) Retention of all right-of-way widths as depicted on the preliminary plat;
2) Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3) Revision of notes regarding setbacks to reflect the applicable zoning setbacks;
4) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Label the POB. C. Revise the written legal description to include the correct recording information for LOT 2 De Tonti Pointe Subdivision. 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. Revise SUBDIVISION NOTE 1 to read: As shown on the 1984 aerial photo (FLIGHT 30 - #69) 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 – 87,000 sf. 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.)*;
5) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Site is limited to its existing curb cuts with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in the City's Zoning Ordinance.)*;
6) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*; and
7) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (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.).*

Regulating Plan Amendment - Rezoning: Based upon the preceding, staff finds that the following condition(s) prevail to support the rezoning request:

i. Change in conditions. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the chapter necessary and desirable;
ii. Increase in need for sites for business or industry. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district; or
iii. Subdivision of land. The subdivision or imminent subdivision of land into urban building sites makes reclassification necessary and desirable.

As such, staff recommends Approval of the request to amend the Regulating Plan for the site from SD and T-4 to SD-WH, subject to the following conditions:

1) Completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

Text Amendment: Staff recommends that the Commission consider all relevant facts prior to deciding if the proposed text amendment to Appendix A. Section 10.B.7.(b). should be recommended for approval or denial to the City Council.

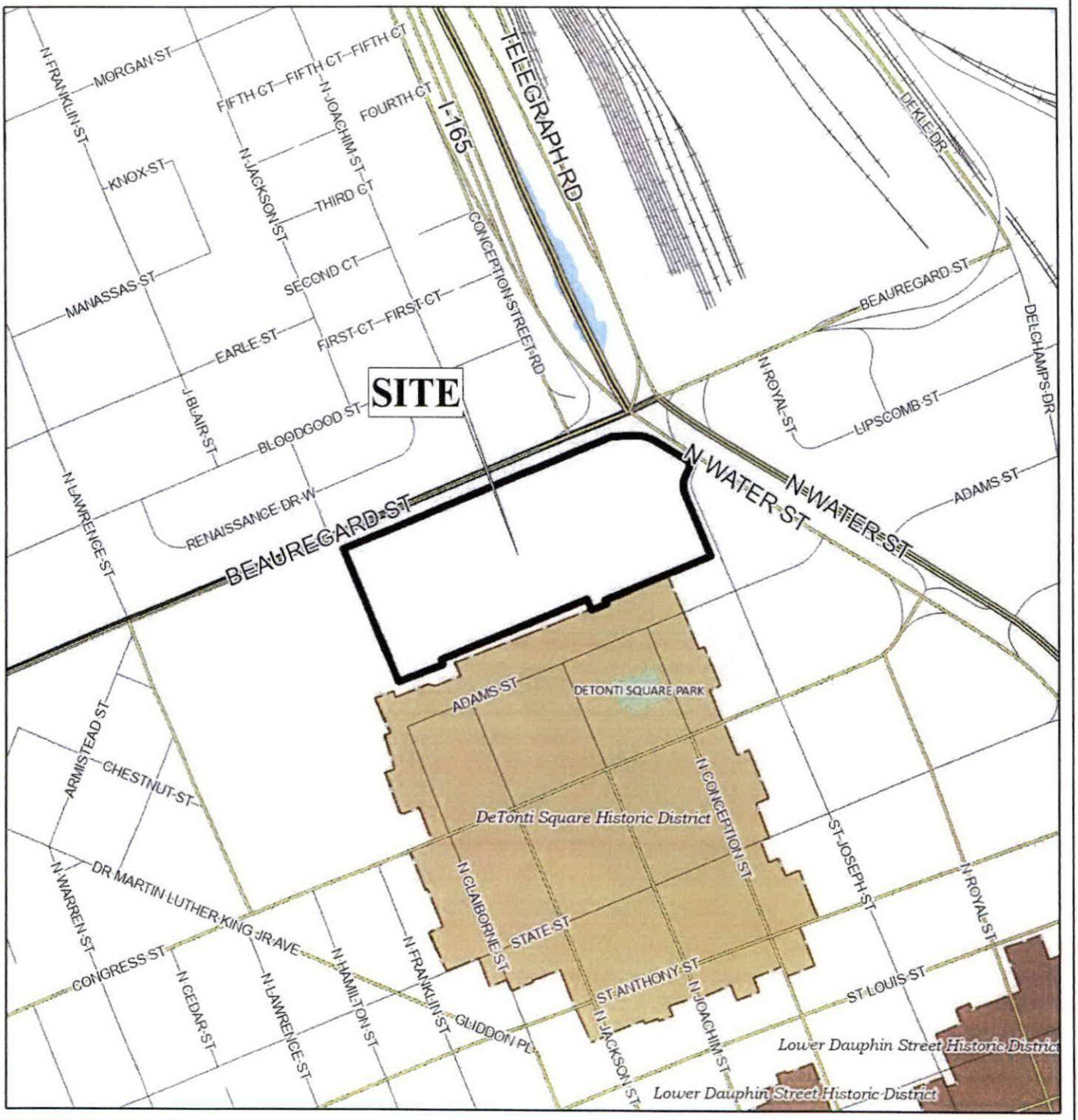
Amend Appendix A. Section 10.B.7.(b). Transparency from:

"All building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

to

"*Except for buildings located in a SD-WH district fronting Beauregard Street between Saint Joseph Street, North Water Street and North Lawrence Street* all building Facades along public frontages shall have a minimum of twenty (20) percent transparency measured on each floor. Higher percentages are required for some frontage types as stipulated in Appendix A Section 10 C below."

LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

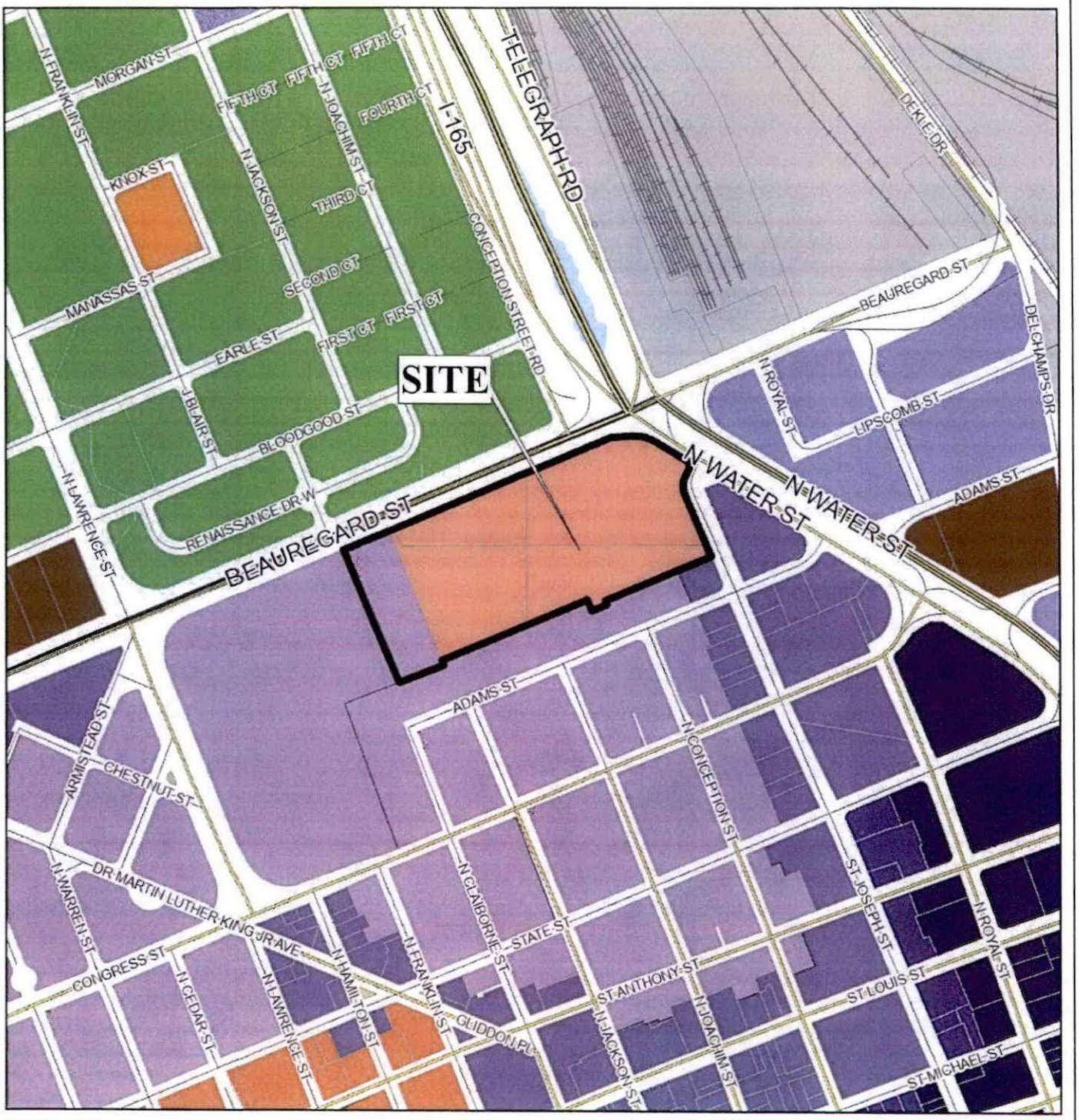
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE February 15, 2023

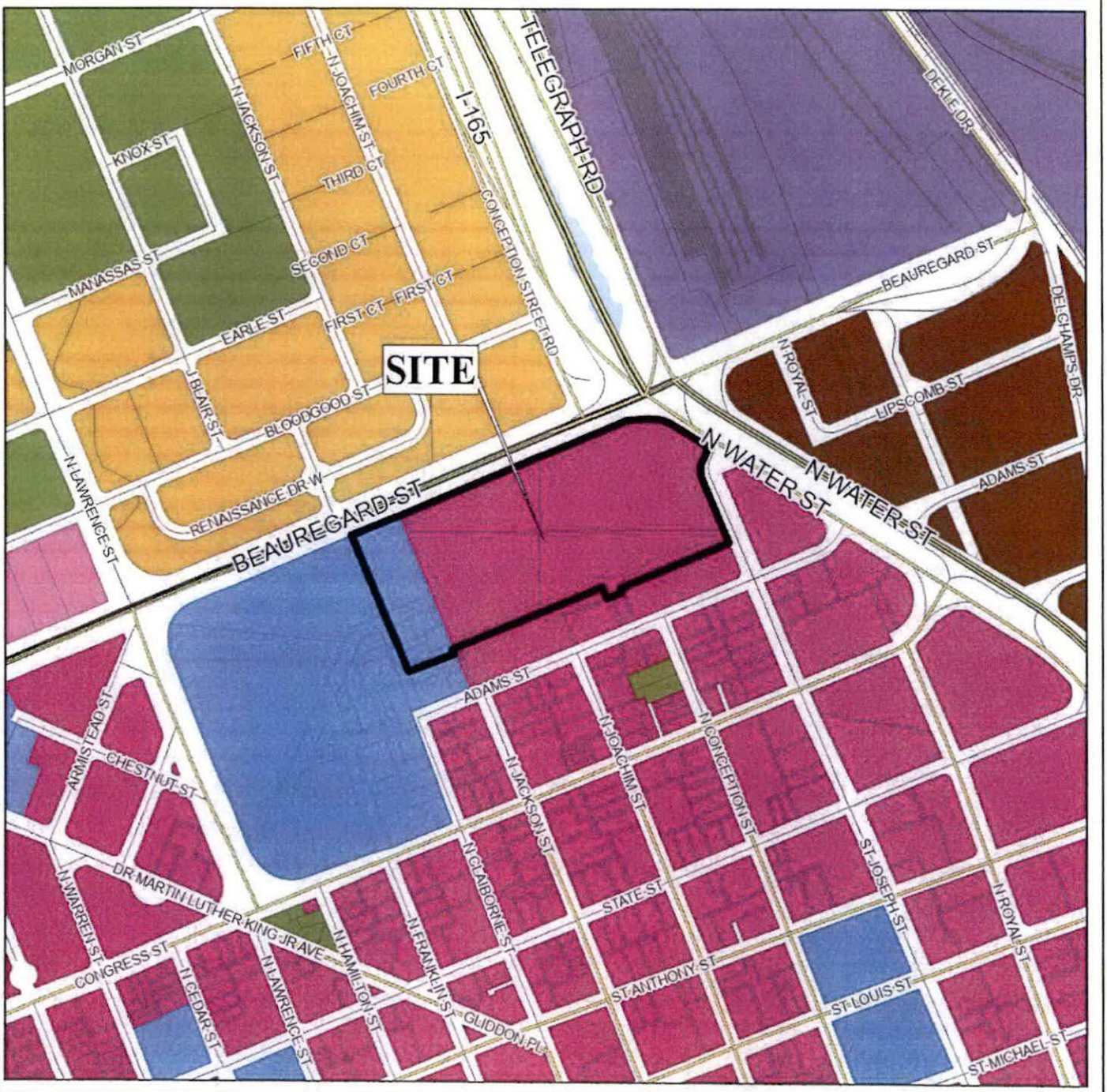
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

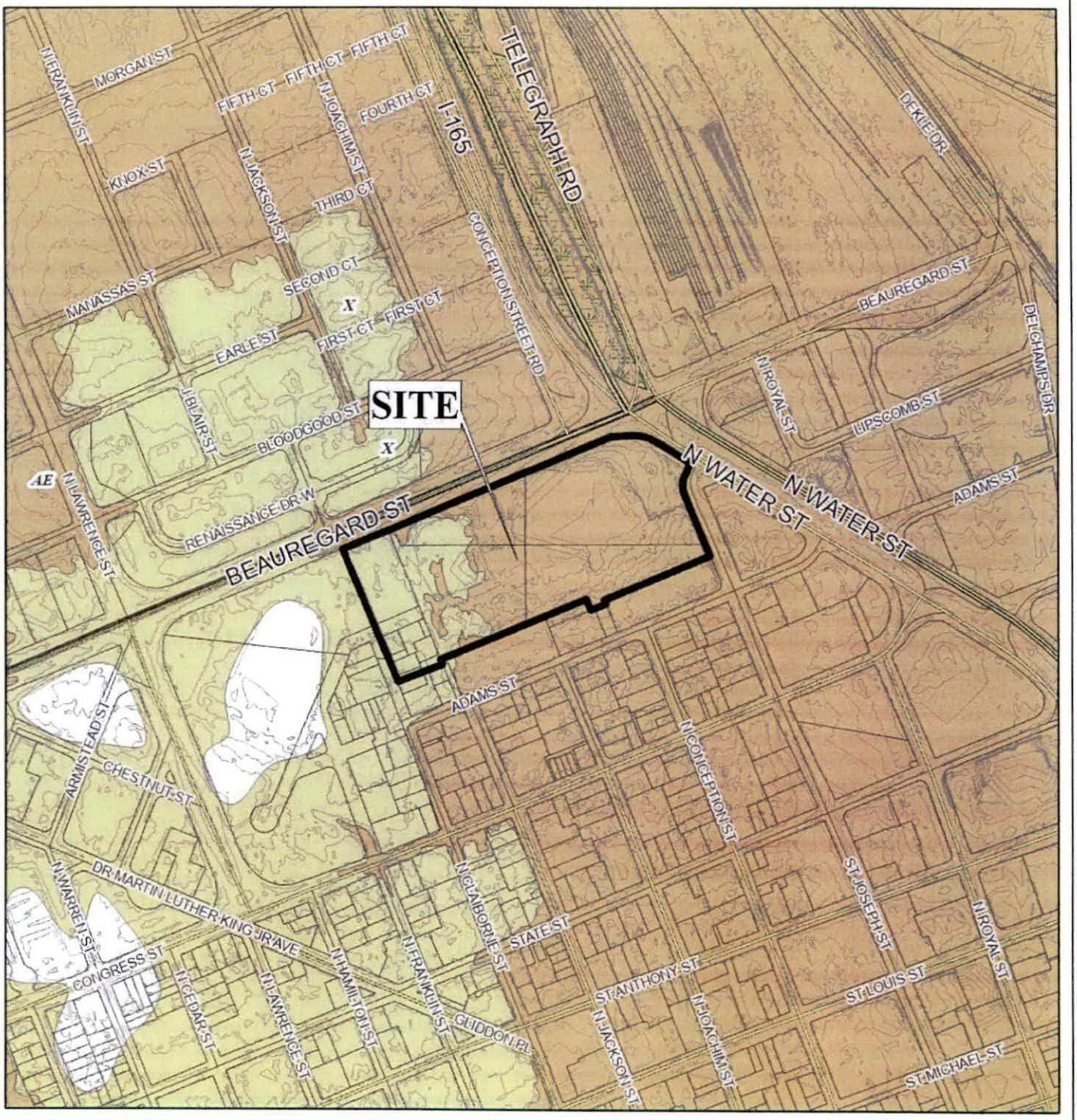
Layer2

- 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 7 DATE February 15, 2023

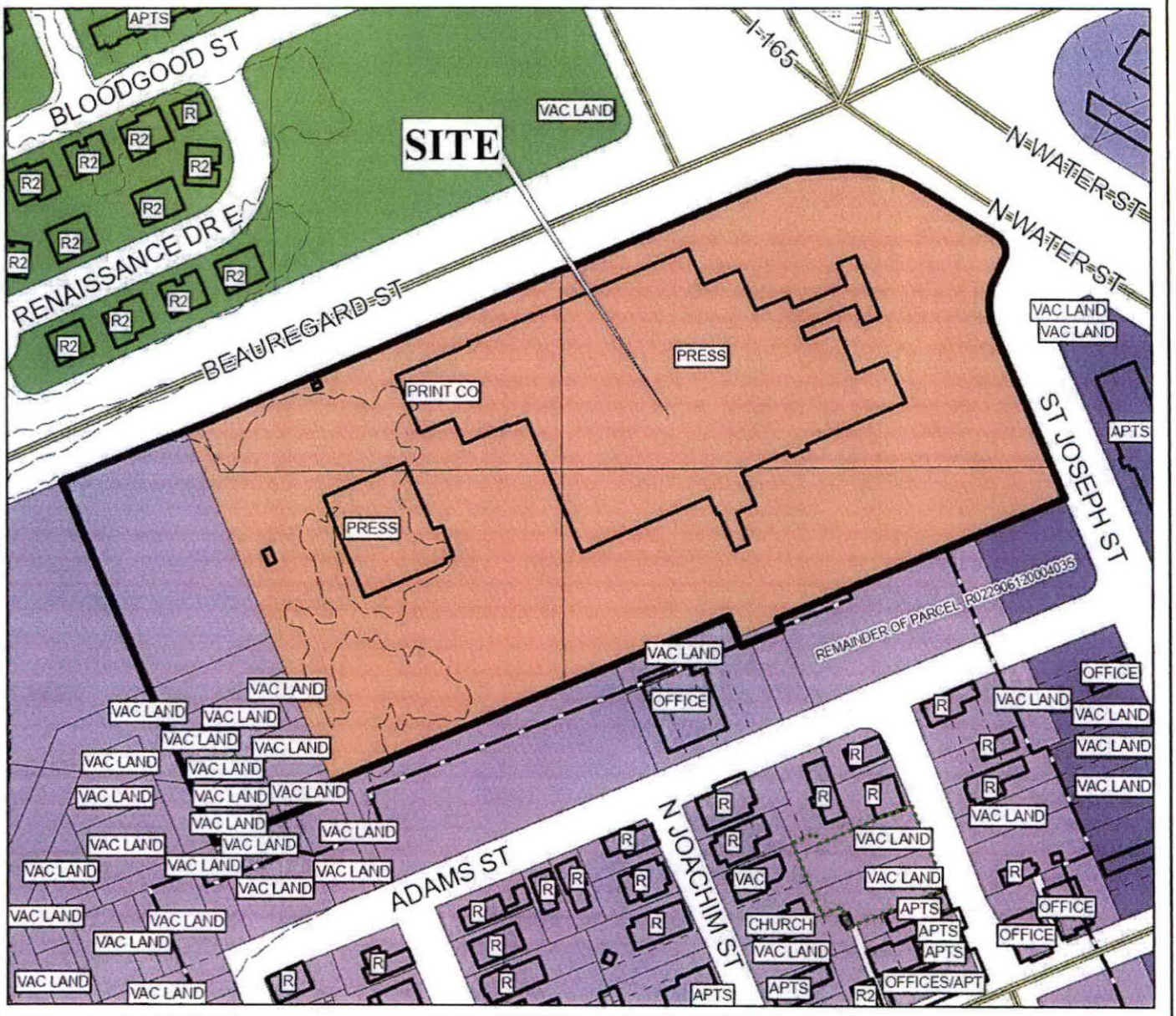
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

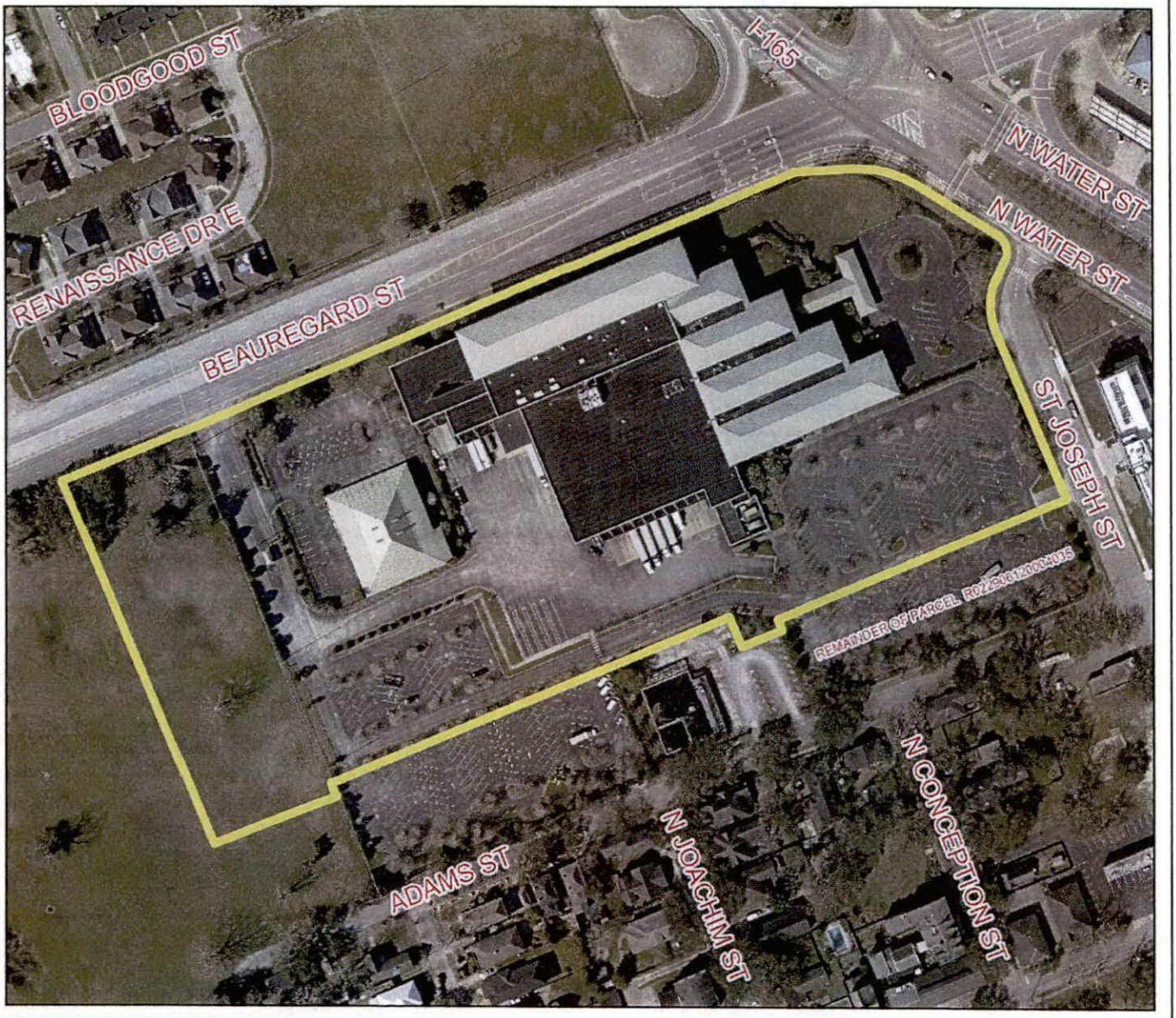
REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

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 residential and commercial units.

APPLICATION NUMBER 7 DATE February 15, 2023

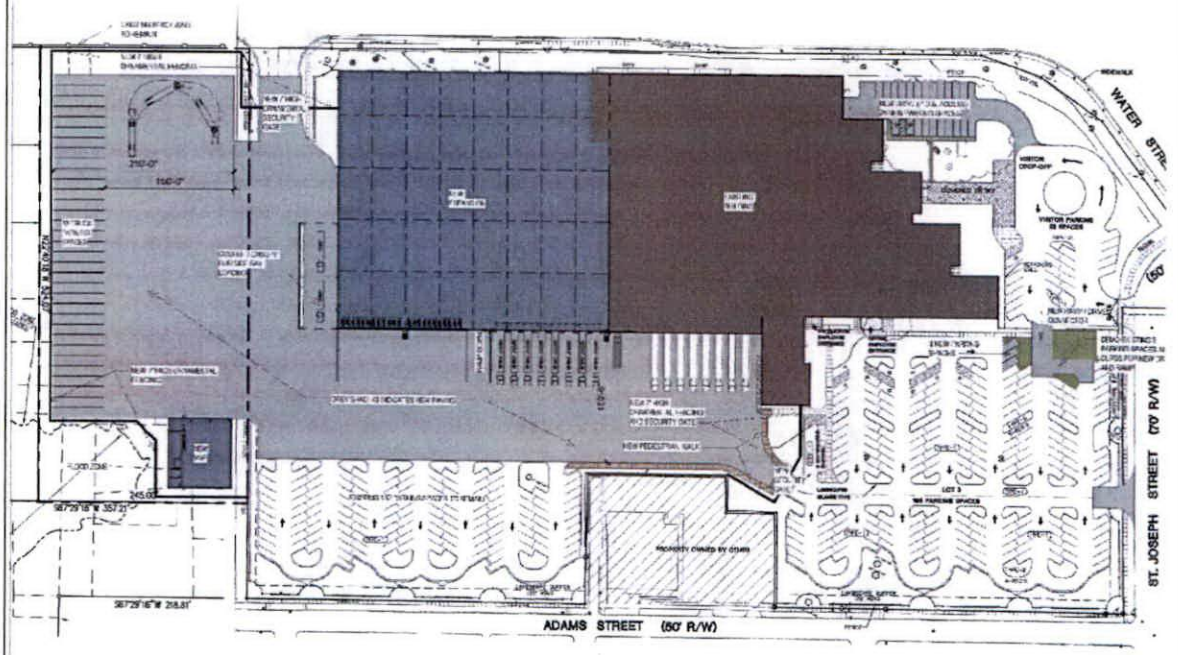
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

SITE PLAN



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

APPLICATION NUMBER 7 DATE February 15, 2023

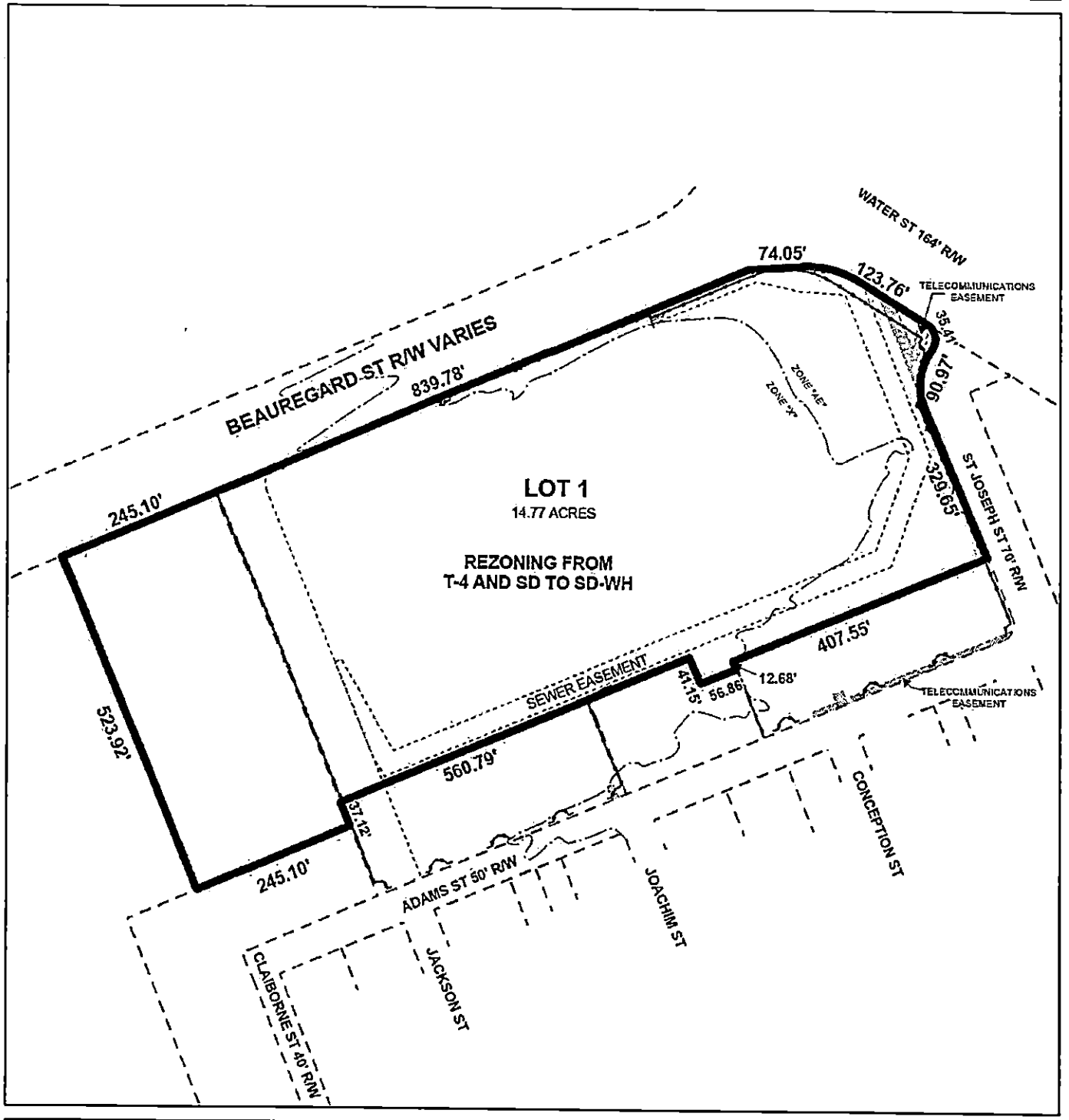
APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE February 15, 2023

APPLICANT GDH Adams Subdivision

REQUEST Subdivision, Rezoning from T-4 and SD to SD-WH

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	2/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/28/2023 - 1:23 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 6815 Cary Hamilton Road
(North side of Cary Hamilton Road at the north terminus of Peary Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 28th day of March, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at Located at 6815 Cary Hamilton Road (North side of Cary Hamilton Road at the north terminus of Peary Road) from R-A, Residential Agricultural District, to I-1, Light Industry District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE L & N R.R. (100 FOOT RIGHT-OF-WAY), RUN THENCE NORTH 33 DEGREES 20 MINUTES EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1477 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF WILLARD LANE 375.4 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PROPERTY, THENCE CONTINUE SOUTH 57 DEGREES 41 MINUTES EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WILLARD LANE 464.45 FEET TO A CONCRETE MONUMENT, THENCE NORTH 33 DEGREES 19 MINUTES EAST 594.4 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 18 MINUTES 38 SECONDS EAST 608.7 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREES 11 MINUTES EAST ALONG NORTH-SOUTH HALF SECTION LINE 779.8 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG SOUTH LINE OF U.S. GOVERNMENT RESERVATION LANDS 1113.2 FEET TO A CONCRETE MONUMENT, THENCE SOUTH

33 DEGREES 20 MINUTES WEST ALONG EASTERLY RIGHT-OF-WAY LINE OF L & N R. R. 267 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF H. E. BOLTON, JR., PROPERTY 375 FEET TO A POINT, THENCE SOUTH 33 DEGREES 18 MINUTES WEST ALONG EASTERLY LINE OF H. E. BOLTON, JR., PROPERTY 730 FEET TO THE POINT OF BEGINNING, CONTAINING 24.46 ACRES.

AND

COMMENCE AT THE CENTER OF SECTION THREE (3), TOWNSHIP SIX (6) SOUTH, RANGE TWO (2) WEST; THENCE RUN WEST SEVEN HUNDRED FIFTY-EIGHT (758) FEET TO THE EASTERN MOST RIGHT OF WAY OF THE L. & N. RAILROAD; THENCE SOUTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES WEST NINE HUNDRED (900) FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE SOUTH THIRTY-ONE DEGREES (31°) THIRTY MINUTES (30') WEST SEVEN HUNDRED SIXTY (760) FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF THE L. & N. RAILROAD AND THE CENTER LINE OF A COUNTY ROAD; THENCE SOUTH FIFTY-SEVEN (57) DEGREES EAST THREE HUNDRED SEVENTY-FIVE AND FOUR TENTHS (375.4) FEET TO A POINT ON THE CENTER LINE OF SAID COUNTY ROAD; THENCE NORTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES EAST SEVEN HUNDRED SIXTY (760) FEET TO A POINT; THENCE NORTH FIFTY-SEVEN (57) DEGREES FORTY-FIVE MINUTES (45') WEST THREE HUNDRED SEVENTY-FIVE (375) FEET TO THE POINT OR BEGINNING OF THE TRACT HEREIN DESCRIBED, AND CONTAINING SIX AND FIVE TENTHS (6.5) ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential Agricultural District to I-1, Light Industry 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 I-1, Light Industry 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 I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; 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 28th day of March, 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 15th day of March, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6815 Cary Hamilton Road** (North side of Cary Hamilton Road at the North terminus of Peary Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential Agricultural District to I-1, Light Industry 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 **I-1** 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 **I-1** districts until the following conditions have been complied with: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; 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:

COMMENCING AT A POINT WHERE THE SOUTH LINE OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE L & N R.R. (100 FOOT RIGHT-OF-WAY), RUN THENCE NORTH 33 DEGREES 20 MINUTES EAST ALONG SAID RAILROAD RIGHT-OF-WAY LINE 1477 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF WILLARD LANE 375.4 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PROPERTY, THENCE CONTINUE SOUTH 57 DEGREES 41 MINUTES EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WILLARD LANE 464.45 FEET TO A CONCRETE MONUMENT, THENCE NORTH 33 DEGREES 19 MINUTES EAST 594.4 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 89 DEGREES 18 MINUTES 38 SECONDS EAST 608.7 FEET TO A CONCRETE MONUMENT, THENCE NORTH 01 DEGREES 11 MINUTES EAST ALONG NORTH-SOUTH HALF SECTION LINE 779.8 FEET TO A CONCRETE MONUMENT, THENCE NORTH 89 DEGREES 20 MINUTES WEST ALONG SOUTH LINE OF U.S. GOVERNMENT RESERVATION LANDS 1113.2 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 33 DEGREES 20 MINUTES WEST ALONG EASTERLY RIGHT-OF-WAY LINE OF L & N R. R. 267 FEET TO A POINT, THENCE SOUTH 57 DEGREES 41 MINUTES EAST ALONG NORTHERLY LINE OF H. E. BOLTON, JR., PROPERTY 375 FEET TO A POINT, THENCE SOUTH 33 DEGREES 18 MINUTES WEST ALONG EASTERLY LINE OF H. E. BOLTON, JR., PROPERTY 730 FEET TO THE POINT OF BEGINNING, CONTAINING 24.46 ACRES.

AND

COMMENCE AT THE CENTER OF SECTION THREE (3), TOWNSHIP SIX (6) SOUTH, RANGE TWO (2) WEST; THENCE RUN WEST SEVEN HUNDRED FIFTY-EIGHT (758) FEET TO THE EASTERN MOST RIGHT OF WAY OF THE L. & N. RAILROAD; THENCE SOUTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES WEST NINE HUNDRED (900) FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE SOUTH THIRTY-ONE DEGREES (31°) THIRTY MINUTES (30') WEST SEVEN HUNDRED SIXTY (760) FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF THE L. & N. RAILROAD AND THE CENTER LINE OF A COUNTY ROAD; THENCE SOUTH FIFTY-SEVEN (57) DEGREES EAST THREE HUNDRED SEVENTY-FIVE AND FOUR TENTHS (375.4) FEET TO A POINT ON THE CENTER LINE OF SAID COUNTY ROAD; THENCE NORTH THIRTY-ONE (31) DEGREES THIRTY (30) MINUTES EAST SEVEN HUNDRED SIXTY (760) FEET TO A POINT; THENCE NORTH FIFTY-SEVEN (57) DEGREES FORTY-FIVE MINUTES (45') WEST THREE HUNDRED SEVENTY-FIVE (375) FEET TO THE POINT OR BEGINNING OF THE TRACT HEREIN DESCRIBED, AND CONTAINING SIX AND FIVE TENTHS (6.5) ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-A, Residential Agricultural District to I-1, Light Industry 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 **I-1, Light Industry 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 **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; 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

Adam J. Metcalfe
6815 Cary Hamilton Road
North side of Cary Hamilton Road at the North terminus of Peary Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

February 16, 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 **Adam J. Metcalfe** for a change in zoning from **R-A, Residential Agricultural District to I-1, Light Industry District** for the property located at **6815 Cary Hamilton Road** (North side of Cary Hamilton Road at the North terminus of Peary Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; 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

Adam Metcalfe
5 Dauphin Street
Mobile, Alabama 36602

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry 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:

1) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and**
2) **there is a need to increase the number of sites available to business or industry.**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

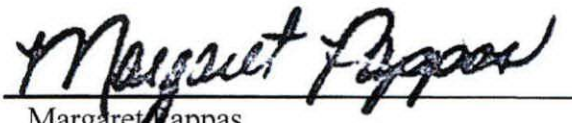
1) **compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $435.10. 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: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry 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 R-A, Residential Agricultural District to I-1, Light Industry 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.

MOBILE CITY PLANNING COMMISSION
February 2, 2023
PUBLIC HEARING NOTICE

Re: **6815 Cary Hamilton Road**
(North side of Cary Hamilton Road at the North terminus of Peary Road).
Council District 4
ZON-002377-2023 (Rezoning)
Adam J. Metcalfe
Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Wednesday, February 15, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from R-A, Residential Agricultural District to I-1, Light Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Tuesday, February 14, 2023,** to allow adequate time for the Commission members to review the information.

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

ZON-002311-2023

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Adam J. Metcalfe — Name

adam@metcalfeco.com — Email

Post Office Box 2903, Mobile, AL 36652 — Full Address (Street, City, State, Zip)

251-432-2600 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Charles A. Bolton, et al & Henry E. Bolton, Jr. — Name

_____ — Name (other owners, optional)

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

6815 Carey Hamilton Road, Theodore, AL — Property Address

02-38-02-03-33-00-0006 & R02-38-02-03-30-00005.01 — Parcel Number

_____ — Property Area (acres or square feet)

R-A, Residential & Agricultural — Present Zoning

I-1, Light Industrial — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

1-20-2023

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

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

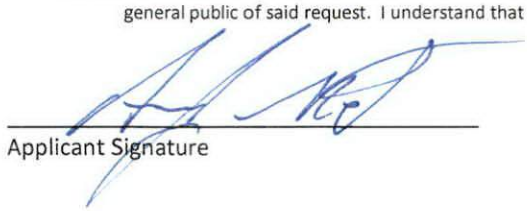
11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Applicant Signature

1-13-23
Date

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

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



Applicant Signature

1-13-23
Date

1-20-2023

Zoning Consistency

The subject property was zoned R-A, Residential Agricultural when it was annexed into the City of Mobile. The reason for this uncommon classification within the city limits was due to it being used for farming and livestock grazing for the last 100 years by and in the same family.

The property is unique in many ways including that it is bordered by and surrounded by I-1, B-3, B-5, R-3 and R-1 zoning classifications. Additionally, the property is bordered on three sides by a rail mainline and CSX spurs. Additionally, along with its size, topography and availability of utilities makes it truly unique and perfectly suited for light industrial development.

The FLUM shows this property to be Low-Density Residential. This designation is not accurate or practical given the area, adjacent proximity to existing industrial zoning, that it is bordered on three sides by active railroad tracks and the existing and changing conditions.

There are other FLUM inconsistencies including that the existing adjacent R-3 multifamily development is designated as Low-Density Residential, and an adjacent large parcel is designated as light industrial and is in use. Even if this property were not to be rezoned, it will never be put into use as Low-Density Residential.

This City's plans and objectives with industrial development is to have them locate away from the downtown waterfront and from the Africatown community. This proposed development fits perfectly with these plans and objections.

Zoning Statement and Narrative

Need for Industrial Sites

The developer for this site is BendPak. BendPak is a distributor of automotive lifts and shop equipment based in Santa Paula, CA. In 2020 the company purchased a 100,000 square foot warehouse on Willis Road near Highway 90 and Interstate 10 to establish an East Coast distribution division for their products that now come into the eastern US via the Port of Mobile. This move to Mobile was heralded by Mayor Stimpson and the Chamber of Commerce as a major local success story.

After establishing operations in Mobile the company was so pleased that it built another building on an adjacent property consisting of 88,000 square feet. After their continued success in Mobile the company has revised its long term business strategy to move up to 75% of its entire operations to Mobile.

Since there is no more property located adjacent to or near their existing facilities, they began searching for a suitable location to accommodate their near and long term business needs and strategies. After much diligent searching they identified the subject property and has since placed in under contract and the contract is subject to this proposed zoning change and subdivision.

This situation illustrates the fact that there is an ever increasing need and demand for industrial sites in the city and county. This makes it necessary and desirable to rezone and extend the boundaries of existing and adjacent I-1, Light Industrial districts, which this application does.

Changes in Conditions

This subject property is situated near the southeastern quadrant of Highway 90 and Hamilton Boulevard/Theodore Dawes road and is less than two mile from the intersection of Interstate 10 and Theodore Dawes Road. Hamilton Boulevard consists of both heavy and light industrial zoning and uses stretching from Highway 90 east to beyond Rangeline Road.

The areas surrounding Interstate 10 and Theodore Dawes Road has emerged the "Center of Gravity" for new large industrial distribution facilities and development. The northwest quadrant is home to both Federal Express, Amazon and others with facilities totaling close to 1,000,000 square feet of space.

The southwest quadrant is the location of the South Alabama Logistics Park which is a public/private venture with plans for years of development with large industrial distribution facilities.

The availability of suitable land in Mobile for industrial is extremely limited. With the lack of available and suitable land for development to keep up with the current demand for

warehouse/distribution space, there is a distinct need and demand for properly zoned sites. The Mobile Area Chamber of Commerce estimates the need for an additional 30 million square feet of space in the coming years to keep up with the demand being created by E Commerce and the rapid growth of the Mobile Container Port. The plan for this property is to build a first-class warehouse/distribution buildings with the first to begin construction as soon as possible.

The residential element in this particular area has been in decline for decades and new residential development is not practical or feasible. There are three residential structures across Carey Hamilton Road to the south of the subject property. One is abandoned and uninhabitable. One is unoccupied and the furthest one to the east is occupied, but the subject property is visually shielded by trees from this home. In my opinion, based on over 30 years in the commercial and industrial real estate business, this property has practically no value or utility with its current zoning classification, nor Low-Density Residential as shown on the FLUM.

Addendum to Zoning Statement and Narrative
for the Rezoning of 6815 Cary Hamilton Road

The reasoning for our request for the I-1, Light Industrial zoning classification is due to the anticipated yard need for outside storage, laydown and trailer parking.

January 10, 2023

City of Mobile
Planning and Zoning Department
Post Office Box 1827
Mobile, AL 36633

RE: AGENT AUTHORIZATION FOR ZONING AND SUBDIVISION APPLICATIONS
6815 CARY HAMILTON ROAD
THEODORE, ALABAMA

To Whom It May Concern:

This letter shall authorize Adam J. Metcalfe to act as our Agent in the application for rezoning and subdivision of our property on Cary Hamilton Road.

H. E. Bolton, Jr.

Anita B. Mitchell

Charles A. Bolton (on behalf of Charles Bolton

Leslie Harrington (on behalf of Charles Bolton

January 10, 2023

City of Mobile
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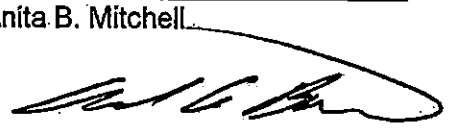
Anita B. Mitchell



Charles A. Bolton (on behalf of Charles Bolton

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Anita B. Mitchell

Charles A. Bolton (on behalf of Charles Bolton

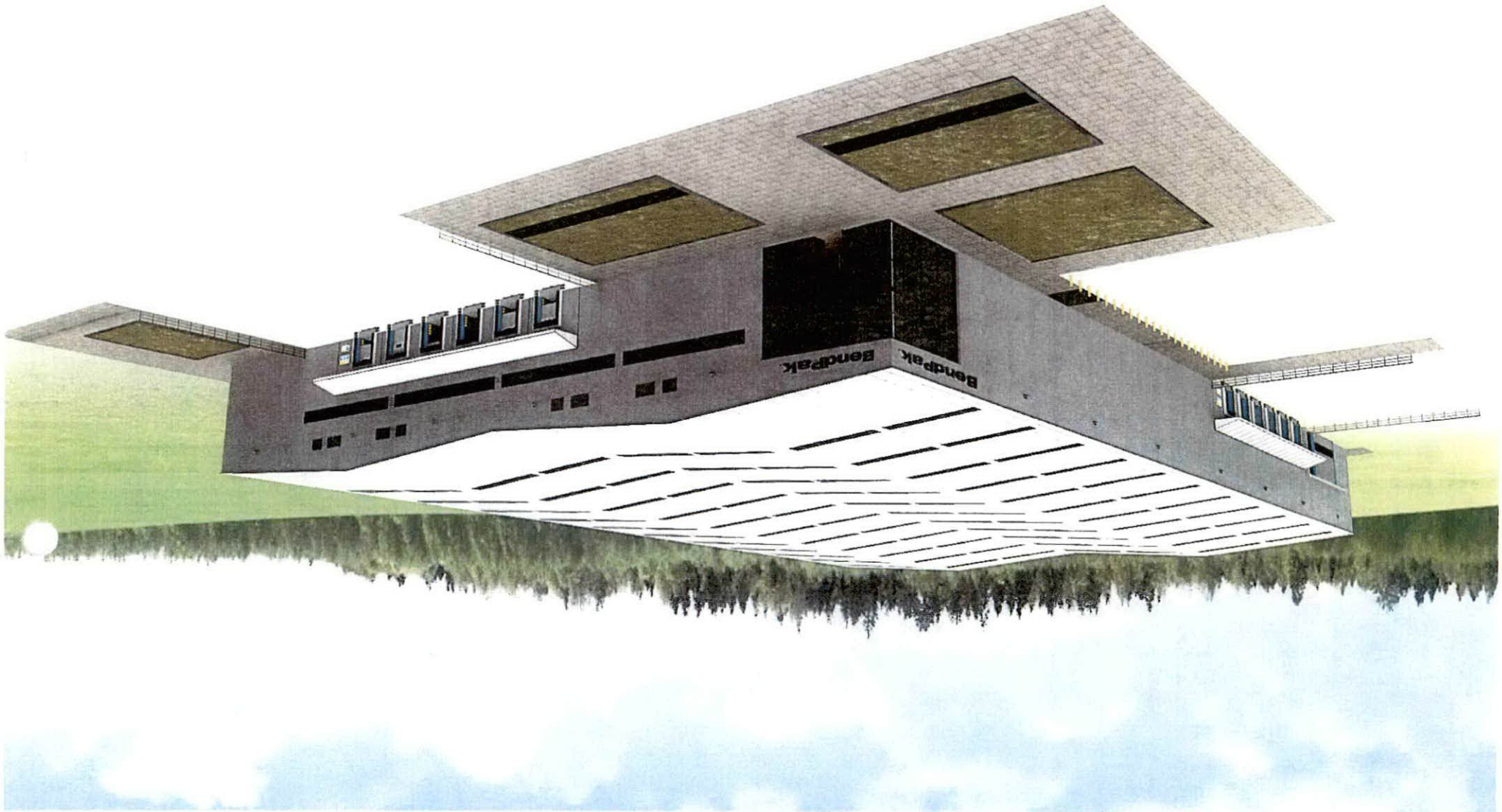
Leslie Harrington (on behalf of Charles Bolton

Parcel numbers:

02-38-02-03-33-00-0006 & R02-38-02-03-30-00005.01

LOT 1 LEGAL DESCRIPTION DERIVED FROM SURVEY:

Beginning at the intersection of the East right of way line of the CSX Railroad, 100-foot railroad R\W), with the North right of way line of Carey Hamilton Road, 60'-foot public R\W), in Section 3, Township 8 South, Range 2 West, Mobile County, Alabama, said point lying and being 78.42 feet North and 14.14 feet West of the Northeast corner of Lot of the Resubdivision of Lot 8, Thomas Addition to Theodore, as recorded in Map Book 134, page 96 of the Probate Court Records, Mobile County, Alabama; Thence N-32°-53'-08"-E, along the East right of way line of said CSX Railroad, for 889.50 feet; Thence S-89°-38'-53"-E, leaving the East right of way line of said CSX Railroad, for 111.05 feet to a point at the Northwest corner of Lot 2, Norden Paper Subdivision, as recorded in Map Book 131, page 52 of the Probate Court Records, Mobile County, Alabama; Thence S-00°-37'-51"-W, along the West line of said Lot 2, for 780.44 feet; Thence N-89°-34'-35"-W, leaving the West line of said Lot 2, for 608.83 feet; Thence S-32°-30'-45"-W for 585.63 feet to a point on the North right of way line of aforesaid Carey Hamilton Road; Thence Northwesterly, along the North right of way line of said Carey Hamilton Road and around a curve to the left having a radius of 283.53 feet and a delta angle of 05°-20'-16", the chord of which bears N-55°-28'-32"-W for 27.34 feet, for an arc distance of 27.34 feet; Thence N-58°-09'-00"-W, along the North right of way line of said Carey Hamilton Road, for 811.69 feet to the Point of Beginning and containing 1339864 square feet or 30.754 acres, more or less.


BendPak
BendPak
BendPak

Ferguson Enterprises, Inc.
751 Lakefront Commons
Newport News, VA 23606

Alabama State Docks Dept.
Post Office Box 1588
Mobile, AL 36601

Michael Jermaine Taylor
2750 S. Faure Drive
Mobile, AL 36605

Richeleiu East, Ltd.
Post Office Box 20168
Tuscaloosa, AL 35402

Richeleiu East Unit 2, Ltd.
Post Office Box 20168
Tuscaloosa, AL 35402

Linda K. Glisson
3867 San Juan Drive
Mobile, AL 36609

Anita B. Mitchell
22447 Inverness Way
Foley, AL 36535

Roofer's Mart Southeast, Inc.
429 Industrial Lane
Birmingham, Al 35211

ColyJohn Associates, LLC
2936 Pine Creek Drive
Mobile, AL 36693

ColyJohn-One Associates, LLC
2936 Pine Creek Drive
Mobile, AL 36693

Travis & Renarda Durgin
7042 Pope Court
Theodore, AL 36582

Fredrick Fraser & Shajuana Mills Williams
6880 Cary Hamilton Road
Theodore, AL 36582

Enoch Petit-Homme
6880 Cary Hamilton Road
Theodore, AL 36582

Gloria Slaughter
5180 Washington Blvd.
Theodore, AL 36582

Diversified Foods & Seasonings, Inc.
2601 Severn Avenue, Ste. 202
Metairie, LA 70002

Mackerel Investments, LLC
1840 Jutland Drive
Harvey, LA 70058

Henry E. Bolton, Jr.
5450 Rabbit Creek Drive
Theodore, AL 36582

Charles N. Bolton
c/o Scott A. Bolton
5319 90, Ste. 102
Mobile, AL 36619

Sue K. Jackson
Post Office Box 1392
Theodore, AL 36590

Louisville & Nashville RR C
c/o Robert F. Steins
908 West Broadway
Louisville, KY 40201

Charles A. Bolton, et al
Henry E. Bolton, Jr.
5480 Rabbit Creek Drive
Theodore, AL 36582

Adam J. Metcalfe
Post Office Box 2903
Mobile, AL 36652

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: February 15, 2023

APPLICANT NAME Adam J. Metcalfe

SUBDIVISION NAME Theodore Distribution Complex Subdivision

LOCATION 6815 Cary Hamilton Road
(North side of Cary Hamilton Road at the North terminus of Peary Road).

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING R-A, Residential-Agricultural District

PROPOSED ZONING I-1, Light Industry District

AREA OF PROPERTY 1 Lot / 30.8± Acres

CONTEMPLATED USE Subdivision Approval to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry 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. Show and label the monument set or found at the PC of the C1.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #96) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf.

D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.

F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.

G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

I. 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 Site is limited to one curb cut with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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 None provided.

REMARKS The applicant is requesting Subdivision Approval to create one (1) legal lot of record from two (2) existing metes-and-bounds parcels, and Rezoning from R-A, Residential-Agricultural District, to I-1, Light Industry District.

The site has been given a Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map adopted May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

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

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

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation of 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 the 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 two (2) existing metes-and-bounds parcels. The proposed lot exceeds the minimum requirements of the Subdivision Regulations.

The site has frontage along Cary Hamilton 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 Cary Hamilton 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.

The 25-foot minimum building setback line along Cary Hamilton Road is not illustrated on the preliminary plat. Therefore, if approved, the plat should be revised to illustrate the 25-foot minimum building setback line along Cary Hamilton Road. The plat indicates a 50-foot Alabama Power Company easement along most of the Western boundary of the site. 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 site is limited to one curb cut with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

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 by R-1, Single-Family Residential District, used as a railroad access by the Alabama State Docks. To the West, across the CSX Railroad right-of-way, is B-5, Office-Distribution District, used as warehousing, supply services and retail sales and repair services. Across Cary Hamilton Road, to the South, is R-1 zoning in use as mainly vacant single-family dwellings. Adjacent to the site to the South is additional vacant R-1 zoning, and R-3, Multi-Family Residential District, used as an apartment complex Adjacent to the site to the East is I-1 zoning in use as a building roofing truss manufacturing facility.

The applicant states the following to address the rationale for the zoning request:

Need for Industrial Sites

The developer for this site is BendPak. BendPak is a distributor of automotive lifts and shop equipment based in Santa Paula, CA. In 2020 the company purchased a 100,000 square foot warehouse on Willis Road near Highway 90 and Interstate 10 to establish an East Coast distribution division for their products that now come into the eastern US via the Port of Mobile. This move to Mobile was heralded by Mayor Stimpson and the Chamber of Commerce as a major local success story.

After establishing operations in Mobile the company was so pleased that it built another building on an adjacent property consisting of 88,000 square feet. After their continued success in Mobile the company has revised its long term business strategy to move up to 75% of its entire operations to Mobile.

Since there is no more property located adjacent to or near their existing facilities, they began searching for a suitable location to accommodate their near and long term business needs and strategies. After much diligent searching they identified the subject property and has since placed in under contract and the contract is subject to this proposed zoning change and subdivision.

This situation illustrates the fact that there is an ever increasing need and demand for industrial sites in the city and county. This makes it necessary and desirable to rezone and extend the boundaries of existing and adjacent 1-1, Light Industrial districts, which this application does.

Changes in Conditions

This subject property is situated near the southeastern quadrant of Highway 90 and Hamilton Boulevard/Theodore Dawes road and is less than two mile from the intersection of Interstate 10 and Theodore Dawes Road. Hamilton Boulevard consists of both heavy and light industrial zoning and uses stretching from Highway 90 east to beyond Rangeline Road.

The areas surrounding Interstate 10 and Theodore Dawes Road has emerged the "Center of Gravity" for new large industrial distribution facilities and development. The northwest quadrant is home to both Federal Express, Amazon and others with facilities totaling close to 1,000,000 square feet of space.

The southwest quadrant is the location of the South Alabama Logistics Park which is a public/private venture with plans for years of development with large industrial distribution facilities.

The availability of suitable land in Mobile for industrial is extremely limited. With the lack of available and suitable land for development to keep up with the current demand for warehouse/distribution space, there is a distinct need and demand for properly zoned sites. The Mobile Area Chamber of Commerce estimates the need for an additional 30 million square feet of space in the coming years to keep up with the demand being created by E Commerce and the rapid growth of the Mobile Container Port. The plan for this property is to build a first-class warehouse/distribution buildings with the first to begin construction as soon as possible.

The residential element in this particular area has been in decline for decades and new residential development is not practical or feasible. There are three residential structures across Carey Hamilton Road to the south of the subject property. One is abandoned and uninhabitable. One is unoccupied and the furthest one to the east is occupied, but the subject property is visually shielded by trees from this home. In my opinion, based on over 30 years in the commercial and industrial real estate business, this property has practically no value or utility with its current zoning classification, nor Low-Density Residential as shown on the FLUM.

The reasoning for our request for the 1-1, Light Industrial zoning classification is due to the anticipated yard need for outside storage, laydown and trailer parking..

The applicant contends that changing conditions in a particular area make a change in the Ordinance necessary and desirable, and that there is a need to increase the number of sites available to business or industry. The surrounding area has been changing since the closure of the Theodore Naval Ammunition Magazine in the mid 1960's when the vast area of the military reservation became available for industrial development known as the Theodore Industrial Park. The development within the original boundaries of the military reservation has led to further industrial and support services development in the periphery due to the proximity to U.S. Highway 90 West and Hamilton Boulevard, both major roads, and the proximity to the CSX Railroad main line and

the spur railroad access to peripheral sites and those within the main industrial park. Due to the development of other sites adjacent to or within close proximity to major road systems, there is an increased need for the number of sites available for business or industrial development.

As the subject site is adjacent to both the CSX Railroad main line right-of-way, and the spur railroad access, there is little likelihood of residential development for the site. The site's proximity to both major roads and railroad access indicate its viability for industrial development. Moreover, the site would serve as an expansion of the existing I-1 zoning adjacent to the East. However, the site does abut an existing apartment complex and some of the structures across the street are residentially occupied; thus, a compliant buffer with evergreen landscape plantings and fencing should be required.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) retention of the right-of-way width of Cary Hamilton Road on the Final Plat;
2) 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;
3) revision of the plat to illustrate the 25-foot minimum building setback line along Cary Hamilton Road on the Final Plat;
4) 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;
5) 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. Show and label the monument set or found at the PC of the C1. C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #96) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 5,000 sf. D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s),*

and not the responsibility of the City of Mobile. H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. I. 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.);

6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Site is limited to one curb cut with any changes in size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in the City's Zoning Ordinance.)*;
7) 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
8) 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).*

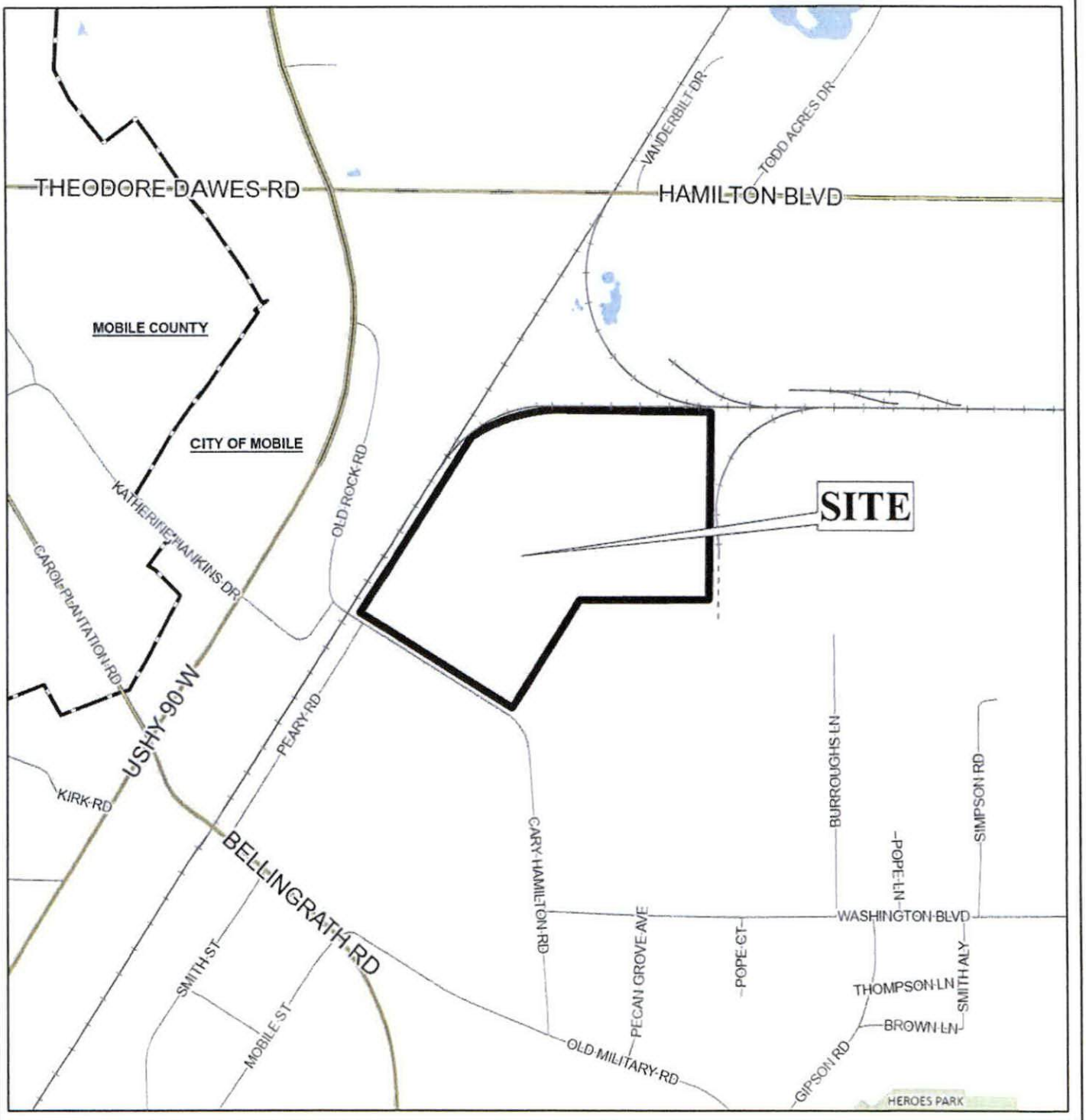
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and
2) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following conditions:

1) compliance with the residential buffer requirements of Section 64-4.D. of the Zoning Ordinance; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

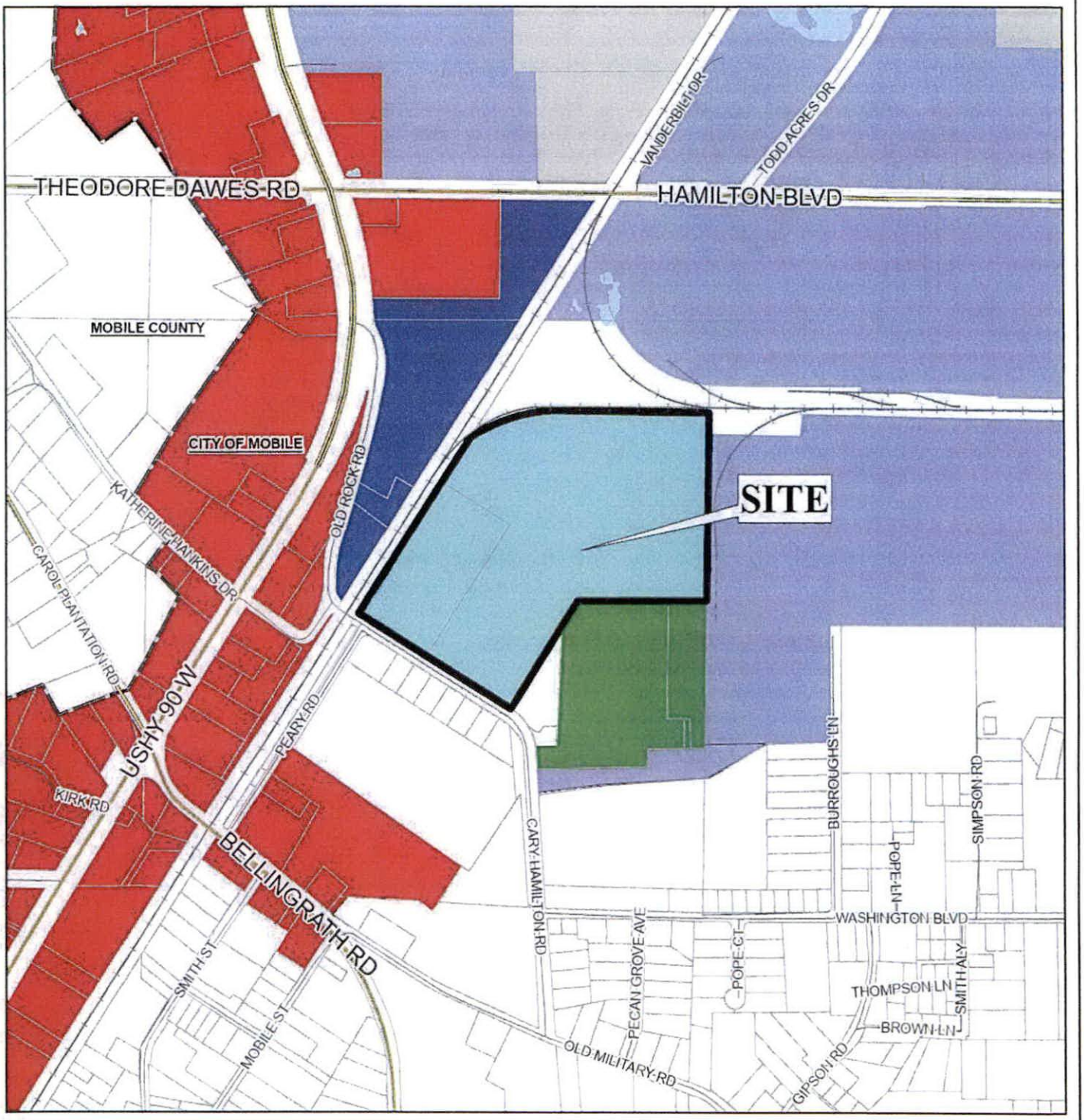
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE February 15, 2023

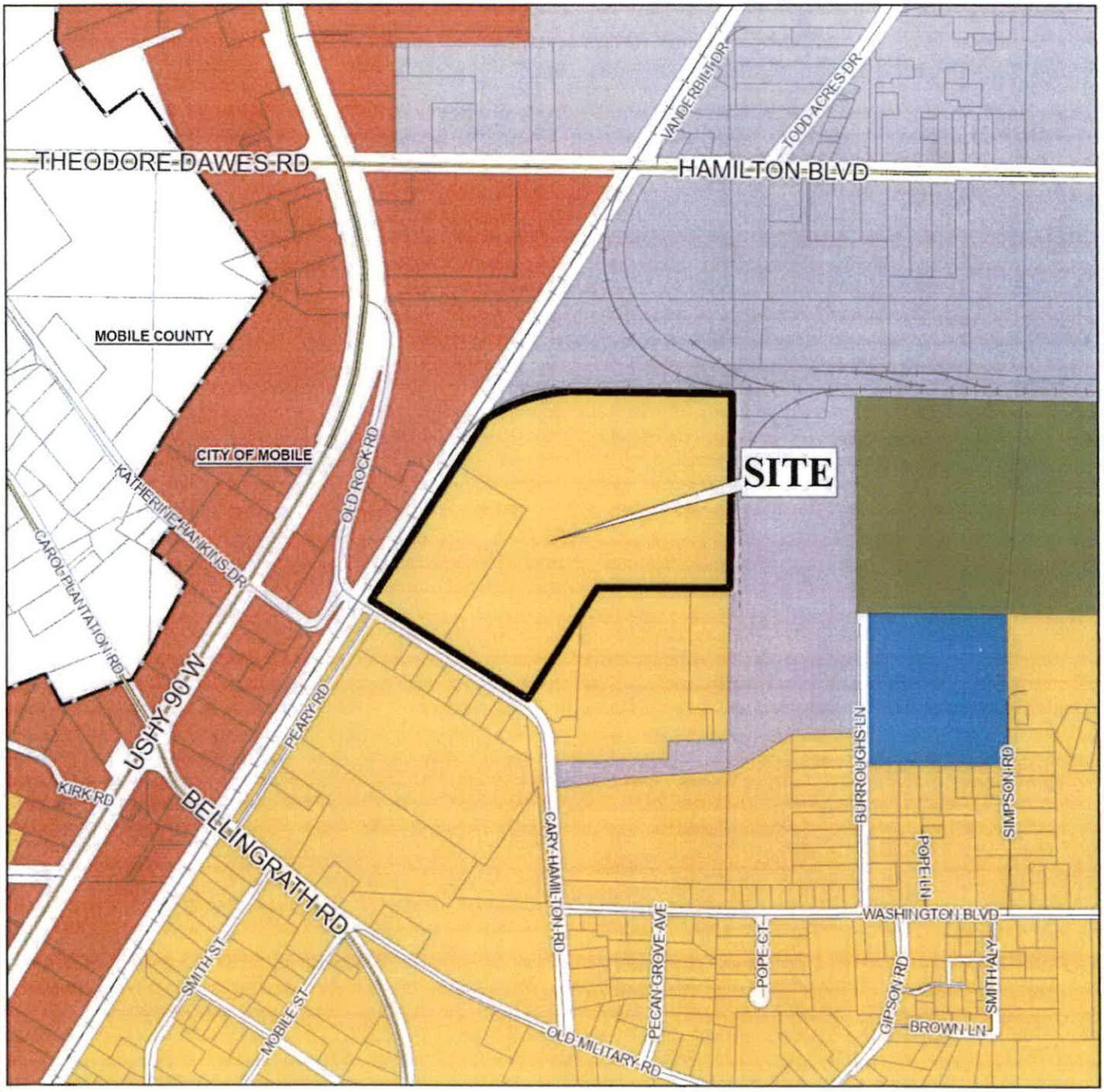
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

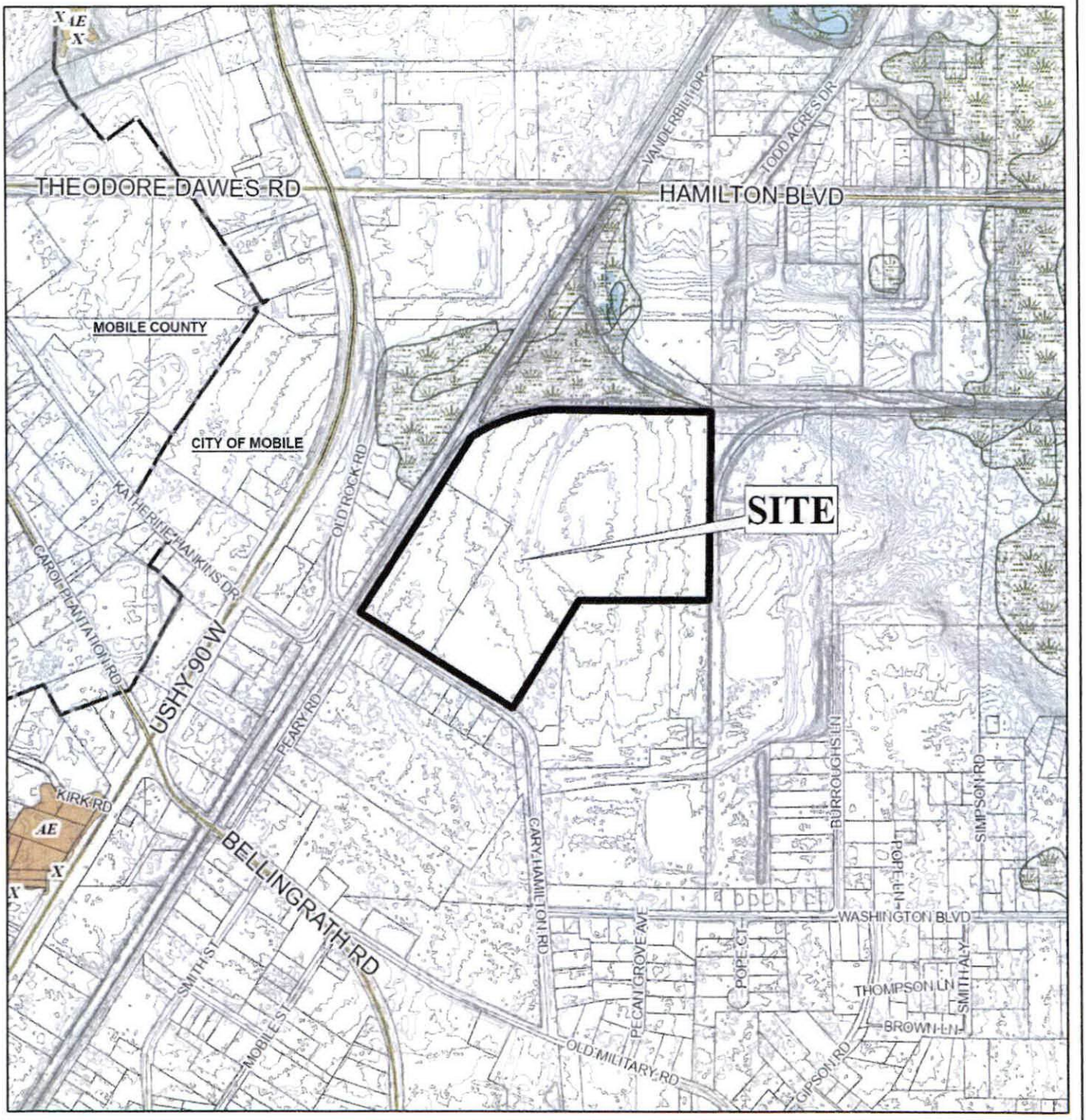
REQUEST Subdivision, Rezoning from R-A to I-1

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 9 DATE February 15, 2023

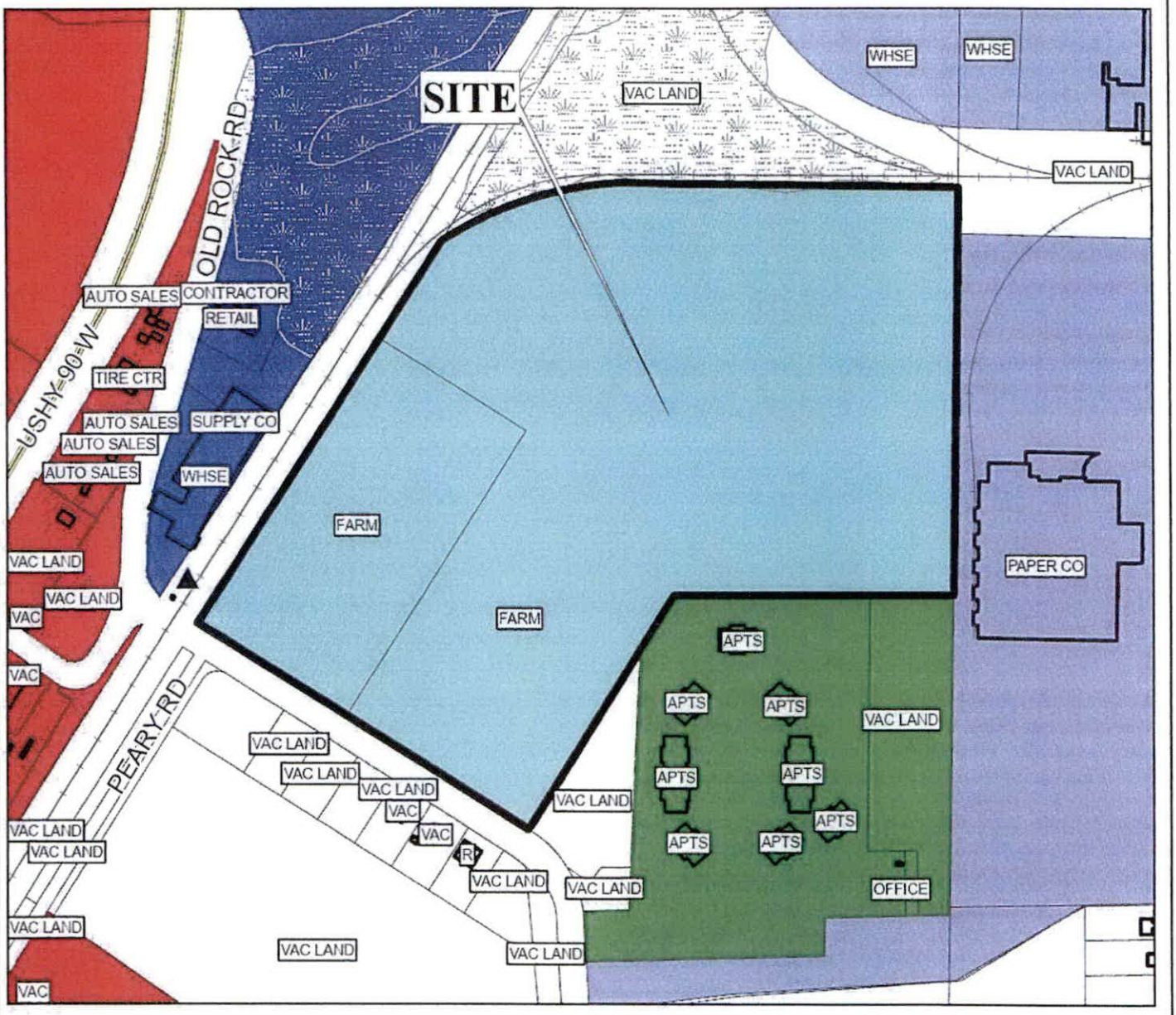
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west, industrial units to the east, and residential units to the south.

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

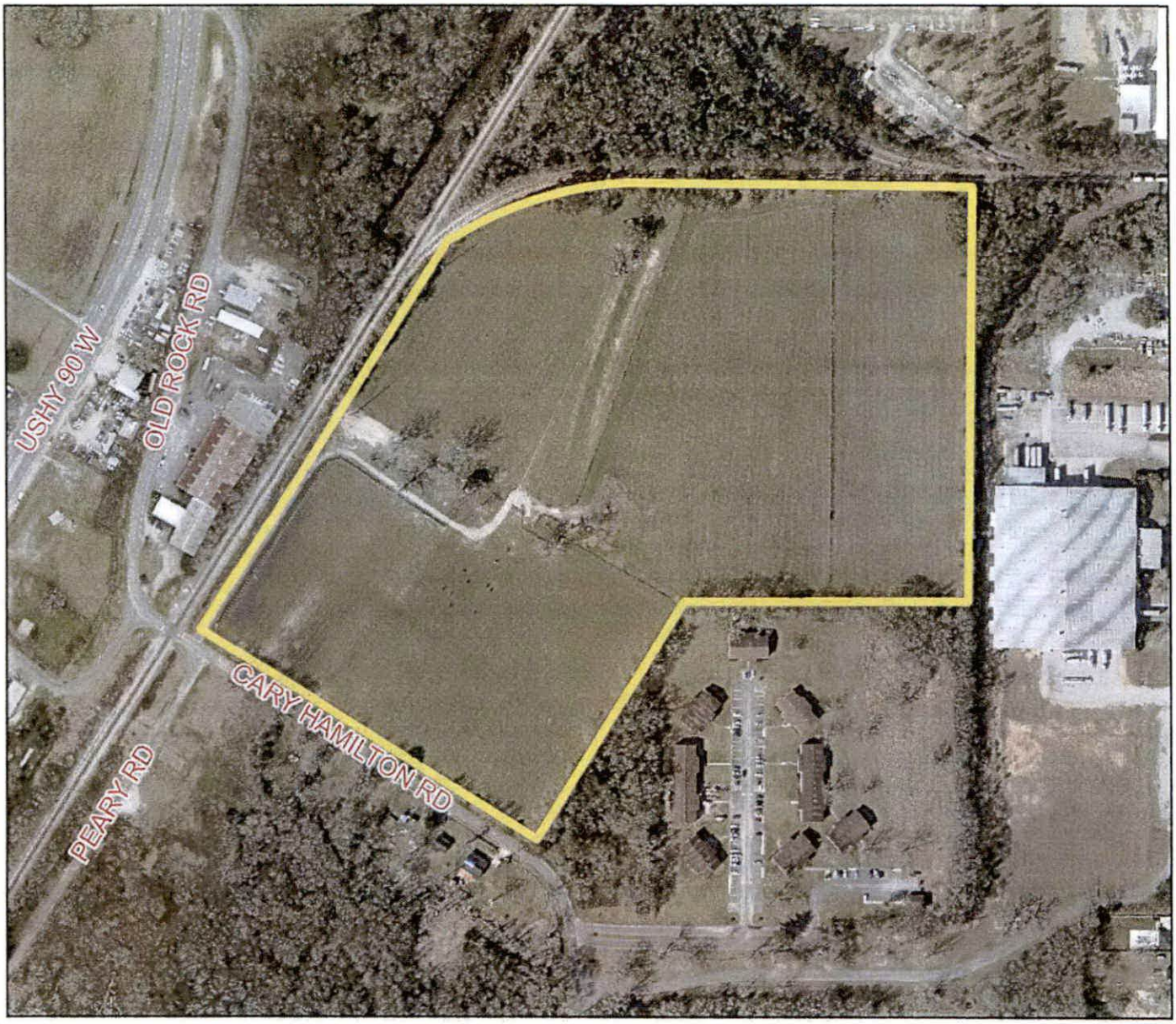
REQUEST Subdivision, Rezoning from R-A to I-1

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 to the west, industrial units to the east, and residential units to the south.

APPLICATION NUMBER 9 DATE February 15, 2023

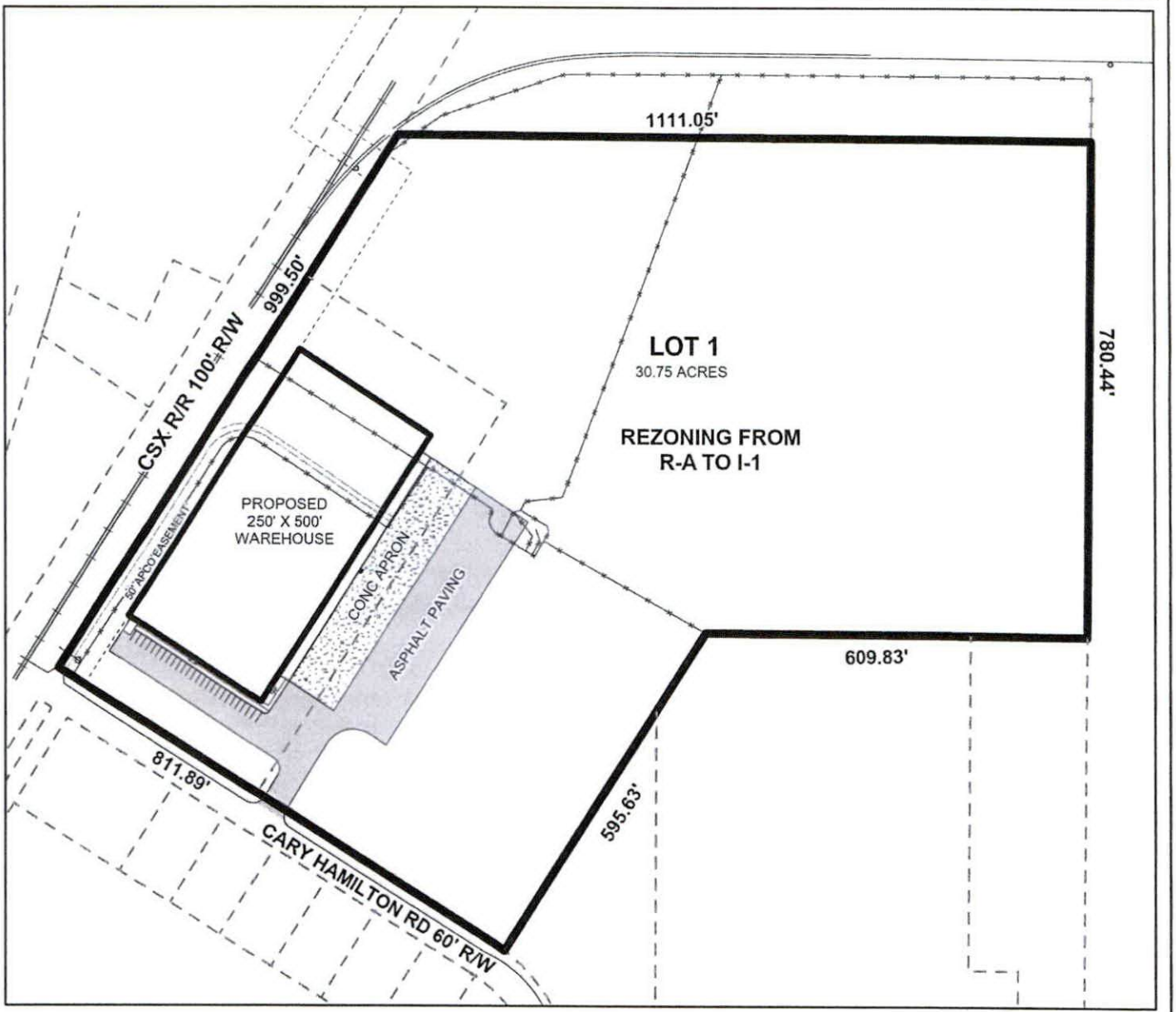
APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

SITE PLAN



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

APPLICATION NUMBER 9 DATE February 15, 2023

APPLICANT Theodore Distribution Complex Subdivision

REQUEST Subdivision, Rezoning from R-A to I-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Sponsored by:

Mayor William S. Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	3/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/24/2023 - 3:43 PM

34-017 2023

AN ORDINANCE TO LEVY TAXES FOR THIS TAX YEAR BEGINNING OCTOBER 1, 2023, AND FOR SUCCESSIVE YEARS, ON ALL REAL AND PERSONAL PROPERTY AND INTANGIBLES LOCATED IN CERTAIN AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE AND TO EXCEPT FROM SUCH TAXES OTHER AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE.

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

SECTION 1: For the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy, and assess for the municipal tax year, beginning October 1, 2023, and for successive tax years, ad valorem taxes on all real and personal property and intangibles located within the corporate limits of the City of Mobile, including, without limitations, property situated in the following described areas within the corporate limits of the City of Mobile, and which may be subjected to municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

“A”

Commencing at the intersection of the west harbor line of Mobile River and the township line between Township 3 south and Township 4 south; thence eastwardly along said township line to the point where the same Intersects the east shore line of Blakely Island on Polecat Bay; thence southwardly along the meanders of the said east shore line of Blakely Island and the north shore line of the Mobile Bay Bridge Causeway to a point on said north shore line of said Causeway where said shore line is intersected by the north south Coordinate Line 336,000 of the Transverse Mercator Projection for Alabama west Zone as used officially on Maps of the Mobile Bay area by the United States Corps of Engineers; thence south along said coordinate line to the point of its intersection with the south boundary line of Township 4 south, thence westwardly along said township line between Township 4 south and Township 5 south to the point where the same intersects the north right-of-way line of the Louisville and Nashville Railroad; thence southwestwardly along the north right-of-way line of the Louisville and Nashville Railroad to the west bank of Dog River; thence northwestwardly along the west bank of Dog River to the north bank of Bolton Branch; thence northwestwardly along the north bank of Bolton Branch to the range line between Range 1 west and Range 2 west of the St. Stephens Meridian; thence due north along said range line to the southwest corner of Section 6, Township 4 south, Range 1 west of the St. Stephens Meridian; thence east along the south line of Section 6, and continue east along the south line of Section 5 of said Township 4 south. Range 1 west in a straight line to the southeast line of Alley No. 1 (Prichard Lane); thence northeastwardly along the south property line of Alley No. 1 (Prichard Lane) to the point where the same intersects the east property line of College Avenue: thence southeastwardly along the east and north property lines of College

Avenue to the north property line of Sweeney's Lane; thence southwestwardly along the north property line of Sweeney's Lane to the west bank of Toulmin's Branch; thence southeastwardly along the west bank of Toulmin's Branch to a point directly west of the south boundary line to the City of Prichard; thence eastwardly, northwardly and eastwardly, along the boundary line of the City of Prichard to the southeast comer of the Craftview Court Subdivisions; thence directly eastwardly to the point of intersection of the west boundary line of West Highlands Subdivision; thence northwardly along the west boundary line of West Highlands Subdivision to the north boundary line of said Subdivision; thence eastwardly along the north boundary line of said subdivision to the west right-of-way line of Telegraph Road; thence northwestwardly along said right-of-way line to the south right-of-way line of the Bay Bridge Road; thence eastwardly along said south right-of-way line to the east right-of-way line of the Southern Railroad; thence northwestwardly along the east right-of-way line of the Southern Railroad to the point where the same intersects the township line between Township 3 south and Township 4 south; and thence eastwardly to the point of beginning at the intersection of said township line and the west harbor line of Mobile River.

"B"

Commencing at the intersection of the south right-of-way line of Bay Bridge Road with the east right-of-way line of the Southern Railroad; run thence eastwardly along the south right-of-way line of said Bay Bridge Road to its intersection with the center line of Paper Mill Road projected south; run thence northwardly, northwestwardly and westwardly, along the center line of Paper Mill Road projected southwardly and the center line of Paper Mill Road to its intersection with the eastern city limits of Prichard; run thence southwardly and eastwardly along the City Limits of Prichard to the point of beginning.

“C”

Commencing at a point where the north line of Section 7, Township 4 south, Range 1 west intersects the east right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence east along the north line of Section 7 and Section 8, Township 4 south, Range 1 west to the east right-of-way line of Mobile Street; run thence northeastwardly along the east line of said Mobile Street and the east line of Prichard Avenue West to the Prichard city limits; run thence northwestwardly along the boundary lines between Mobile and Prichard to where the same intersects the southeast right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence southwestwardly along the south and east right-of-way line of said Federal Interstate Highway I-65 to the point of beginning.

"D"

Commencing at the northeast corner of the northwest one-quarter of the northwest one quarter of Section 34, Township 3 South, Range 1 West; thence run southwardly, eastwardly, southwardly, westwardly, and southwardly along the Mobile-Prichard city limits line to the north line of Paper Mill Road (Diaz Street); run thence eastward and

southward along the north and east lines of Paper Mill Road to the line between Township 3 south and Township 4 south; run thence east along the line between Township 3 south and Township 4 south to the west bank of Mobile River; run thence northward along the west bank of Mobile River and Chickasaw Creek to the north line of Sections 34 and 35, Township 3 south, Range 1 west extended eastward; run thence west along the north line of Section 35 and 34, Township 3 south. Range 1 west to the point of beginning.

“E”

Commencing at the northwest corner of the northeast one-quarter of Section 1, Township 4 south. Range 2 west and run east along the north line of Section 1, Township 4 south. Range 2 west and Section 6, Township 4 south. Range 1 west, to the west line of Interstate Highway 1,-65; run thence northeastward along the west line of Interstate Highway 1-65 to the West Prichard City Limits; run thence southward along the Prichard city limits to the east line of interstate Highway 1-65; run thence southwestward along the east line of interstate Highway 1-65 to the south line of Section 6, Township 4 south, Range 1 west; run thence west along the south line of Section 6, Township 4 south, Range 1 west, and Section 1, Township 4 south, Range 2 west to the southwest corner of the southeast one-quarter of Section 1, Township 4 south, Range 2 west; run thence north along the north-south centerline of Section 1, Township 4 south, Range 2 west to the point of beginning.

“F”

All portions of any of the territory heretofore described in this Section which was brought into the corporate limits of the City by an election held pursuant to Article 2, Chapter 5. Title 37 of the Code of Alabama 1940, as amended, within ten years next immediately preceding the adoption of this Ordinance and which at the time it was brought within the City was used or occupied as or as a part of a mining, manufacturing, or industrial plant or construction, or which is used or occupied as or as a part of a railroad or street railroad, or for any other quasi-public use, and continues to be so used, and all property having a situs of such territory (but not including residences, dwelling houses, storehouses, commissaries, warehouses, or the land on which they are situated) shall be exempt from the taxes levied by this Ordinance for the tax year beginning October 1, 2017.

“G”

Commencing at the northeast corner of the northwest one-quarter of the northwest one quarter of Section 34, Township 3 south. Range 1 west, said corner being a corner of the city limits of the City of Mobile and City of Prichard and run thence westwardly, northwardly and eastwardly along the meanderings of the easterly city limits of Prichard and Chickasaw to the south right-of-way line of Viaduct Street; thence easterly and southeasterly along the south side of Viaduct Street and Gulf Warrior Road to a point; thence south a distance of 670 feet, more or less, to a point; thence east a distance of 300 feet, more or less, to a point on the westward property line of Warrior and Gulf Navigation Company: thence west along said property line 180 feet, more or less, to a

point; thence southwesterly along said property line a distance of 650 feet, more or less, to a point; thence run south along the west property line a distance of 1,362.28 feet to a point; thence turn a 90 degree 00’ angle to the left and run easterly along the south property line of south property line extended of Warrior and Gulf Navigation Company a distance of 1,600 feet to a point on the centerline of Chickasaw Creek; thence northerly and westerly along the centerline of Chickasaw Creek a distance of 13,200 feet, more or less, to a point on the northerly extension of the east property line of Chickasabogue Lumber Company; thence southerly along the northerly extension of and the east property line of Chickasabogue Lumber Company a distance of 350 feet, more or less, to the southeast property corner of Chickasabogue Lumber Company; said point being 100 feet south of the centerline of a railroad spur track; thence run in a westerly direction 100 feet south of and parallel with the centerline of said spur track a distance of 1,516.50 feet to a point on the east property line of T. Lee Robinson; thence south 27 degrees 36' west along the east property line of T. Lee Robinson a distance of 430 feet to the southeast property corner of T. Lee Robinson; thence easterly 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 1,013.12 feet to a point; thence westerly a distance of 100 feet to a point; thence south 14 degrees 21’ west along the east property line of O'Neal Steel, Inc., a distance of 235 feet to the southeast comer of O'Neal Steel, Inc., property; thence southerly and parallel to the east right-of-way of Southern Railroad a distance of 210 feet, more or less, to a point on the Chickasaw City Limits that is 448 feet easterly of and perpendicular to the east right-ofway of Southern Railroad; thence westwardly and northwardly along the meanderings of the easterly City Limits of Chickasaw to the centerline of Chickasaw Creek; thence eastwardly along the meandering centerline of Chickasaw Creek 1,730 feet, more or less, to a point; thence north 05 degrees, 36' 05" east a distance of 960 feet, more or less, to a point on the south bank of Black Bayou; thence eastwardly along the south bank of Black Bayou 110 feet, more or less, to a point; thence north 05 degrees, 36' 05" west a distance of 4,020 feet, more or less, to a point on the south right-of-way of industrial Parkway Extension; thence northwestwardly and westwardly along said south right-of-way line a distance of 1,387.63 feet to a point on the east line of Norfolk-Southern Railroad right-of-way; thence north 05 degrees, 36' 05" east along the east right-of-way of Norfolk Southern Railroad right-of-way a distance of 1,010 feet to a point; thence south 84 degrees 23' 55" east a distance of 100 feet to a point; thence north 05 degrees, 36' 05" east a distance of 190 feet to a point; thence run east along a line parallel with the north line of the southeast quarter of Section 10, Township 3 south. Range 1 west a distance of 4,030 feet to a point lying 765 feet south of the northeast comer of the southeast quarter of Section 10, Township 3 south. Range 1 west; thence run north along the east line of Sections 10 and 3, Township 3 south. Range 1 west a distance of 7,950 feet, more or less to the south bank of Norton's Creek; run thence eastwardly and northwardly along the meanderings of the south and east bank of Norton's Creek to the point where the same meets the south bank of Bayou Sara; run thence eastwardly along the southerly and westerly bank of Bayou Sara to the point of intersection of the township line between Township 3 south and Township 2 south; run thence along said township line to the east boundary line of Mobile; run thence southwardly along the east boundary line of Mobile County to a point on said boundary 200 feet south of the Tensaw River Bridge on the Mobile Bay Causeway; run thence due west to a point of intersection with the north-south coordinate

line 336,000 of the Transverse Mercator Projection for Alabama West Zone as officially used on maps of the Mobile Bay Area by the United States Corps of Engineers: run thence north along said projection line to the north shoreline of the Mobile Bay Causeway; run thence westwardly and northwardly along the north shore line of the Mobile Bay Causeway and along the east shore line of Blakely Island to the point of intersection with the township line between Township 3 south and Township 4 south; run thence westwardly along said township line to. the point of intersection with the west harbor line of Mobile River, run thence northwardly along the west harbor line of Mobile River, and the west bank of Chickasabogue Creek to the point of intersection with the north line of Sections 34 and 35 projected eastwardly; run thence westwardly along the north line of Sections 34 and 35 and along said projection to the point of beginning.

Less and except the area described in the Alabama Legislative Act 98-597, that de-annexed and removed from within the boundary lines and corporate limits of the municipality of Mobile the area described in Act 98-597 as:

Commencing at the southeast comer of Section 2, T3S-R1W, Mobile, County, Alabama; thence along the east boundary of said Section 2, T3S-R1W run N 01 degrees 35' 03" E 1179.30 feet to a point on the south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. as per instrument from Jacintoport Corporation to Mobile River Coal Handling Facility, Inc., dated June 1, 1976 and the north boundary of United Gas Pipe Line right-of-way; said point being the POINT OF BEGINNING of the property herein described; thence along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 268.44 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 35' 57" 1817.84 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 00 degrees 24' 03" E 113.90 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 70 degrees 36’ 03" E 965.33 feet to a point on the west line of a 25 foot Phillips Petroleum Company easement; thence along said West line of the 25 foot Phillips Petroleum easement run S 01 degrees 12' 36" W 3948.37 feet to a point on the north boundary of the property now or formerly of Southern Railway System; thence along said north boundary of Southern Railway System property run N: 89 degrees 42' 50" W 8150 feet, more or less, to a point on the east line of Section 10, T3S-R1W, Mobile County, Alabama; said point also being on the present corporate limits of the City of Saraland; thence along said west corporate limits of the City of Saraland and along the east line of Sections 10 and 3, T3S-R1W, run northwardly 6850 feet to a point on the centerline of Norton's Creek; thence along the meandering of said centerline of Norton's Creek and along the meandering of the centerline of Bayou Sara run northeastwardly 6850 feet, more or less, to a point on the Northward projection of the west boundary of the aforementioned Tract "A", Mobile River Coal Handling Facility, Inc.; thence along said northward projection of and the west boundary of Tract "A". Mobile River Coal Handling Facility, .Inc., run S 01 degrees 35' 03" W 4650 feet, more or less, to the southwest comer

of said Tract "A", Mobile River Coal Handling Facility, Inc., thence along the south line of said Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 875.05 feet to the point of beginning. Described area contains 1,081 acres, more or less.

"H"

Commencing at the intersection of the southern margin of Dog River and the east right-of-way line of Dauphin Island Parkway (Cedar Point Road), Mobile County, Alabama; thence run south 14 degrees 39' west along said east right-of-way line of Dauphin Island Parkway a distance of 72.31 feet, more or less, to a one-half inch iron rod; thence continue south 14 degrees 39' west along said east right-of-way line a distance of 550.00 feet to the point of beginning: thence fun south 75 degrees 21' east a distance of 200.00 feet to a point; thence run north 14 degrees 39' east a distance of 510.00 feet, more or less, to the southern margin of Dog River; thence run eastwardly and southwardly along the southern and western margins respectively of Dog River and Mobile Bay a distance of 1,521.00 feet, more or less, to a point, said point being the intersection of the western margin of Mobile Bay and the north line of Lot 1, Block 1 of Bay Division, Hollinger's Island, as recorded in Map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court of Mobile County, Alabama; thence run south 79 degrees 15' west along the north line of said Lot 1 distance of 832.17 feet, more or less, to the northwest comer of said Lot 1, said corner being the terminus of the east right-of-way line of the north extension of Bay Road; thence continue south 79 degrees 15' west along the terminus of said right-of-way a distance of 26.89 feet to a point; thence run north 75 degrees 01' west along the terminus of said right of way a distance of 25.06 feet to a point, said point being the terminus of the west right-of-way line of the north extension of said Bay Road; thence run north 85 degrees 23' west a distance of 135.00 feet to a point; thence run north 14 degrees 39' east a distance of 580.34 feet to a point; thence run north 45 degrees 21' west a distance of 247.51 feet to a point; thence run north 75 degrees 21' west a distance of 200.00 feet to a point on the east right-of-way line of Dauphin Island Parkway: thence run north 14 degrees 39' east along the east right-of-way line of Dauphin Island Parkway a distance of 100.00 feet to the point of beginning, containing 747,700 sq. ft. plus or minus, (17.165 Ac. plus or minus).

“I”

Commencing at the southeast corner of Section 7, Township 5 south, Range 2 west Mobile County, Alabama; run north 00 degrees 07' 30" east along the east line of said Section 7 to the northeast comer of the southeast quarter of the southeast quarter of Section 7 and the point of beginning: thence run west along the east-west centerline of the southeast and southwest quarters of Section 7 to a point on the northeast corner of the southwest quarter of the southwest quarter of Section 7; thence run north along, the north-south centerline of the southwest quarter to the southeast corner of the northeast quarter of the northwest quarter of the southwest quarter; thence run westwardly to the southwest comer of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run northwardly to the northwest comer of the northeast

quarter of the northwest quarter of the southwest quarter of Section 7; thence run eastwardly to the southwest corner of the southeast quarter of the northwest quarter of Section 7; thence run northwardly to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of Section 7; thence run eastwardly to the north-south centerline of Section 7; thence run southwardly to a point that lies 2663.77 feet west of and 2427.10 feet north of the southeast corner of Section 7; thence run north 00 degrees 12 minutes 16 seconds west a distance of 438.99 feet to a point; thence run south 89 degrees 40 minutes 29 seconds east a distance of 2666.30 feet to a point on the east section line of Section 7; thence run south along said section line to the point of beginning.

“J”

Beginning at the intersection of the north bank of Halls Mill Creek and the eastward right-of-way line of Interstate Highway 10; thence run southwestwardly, southwardly, and southeastwardly along the southeastward right-of-way line of 1-10 to a point on the centerline of Rangeline Road; thence run southeastwardly along the centerline of Rangeline Road to a point on the westward bank of Rabbit Creek; thence run northeastwardly, northwardly, and northwestwardly along the westward bank of Rabbit Creek to its intersection with the south bank of Halls Mill Creek; thence run westwardly along the southward bank of Halls Mill Creek to the east line of Section 24, Township 5 south. Range 2 west; thence run north along the east line of Section 24 to the north bank of Halls Mill Creek and the existing city limits of Mobile; thence run westwardly along the north bank of Halls Mill Creek and existing city limits of Mobile to the point of beginning.

"K"

All of River Oaks Subdivision as recorded in Map Book 76, Page 83. All of Riverchase Estates as recorded in Map Book 69, Page 10. All of Lot 1, Covenant Subdivision, as recorded in Map Book 60, Page 83.

“L”

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SNOW ROAD AND THE NORTH LINE OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE, COUNTY, ALABAMA FOR THE POINT OF BEGINNING; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 15 FOR 694.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 29" 00" EAST FOR 1958.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 42' 29" WEST FOR 105.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 08' 00" WEST FOR 420.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 1108.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 1792.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN

THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 440.00 FEET, MORE OR LESS; RUN THENCE NORTH 00" 35' 43" EAST FOR 1984.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87" 17' 41" WEST FOR 565.00 FEET, MORE OR LESS; RUN THENCE NORTH 02" 23' 56" WEST FOR 250.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY- THENCE SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 3127.00 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 10. TOWNSHIP 4 SOUTH, RANGE 3 WEST. MOBILE COUNTY, AL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 10 FOR 329.00 FEET, MORE OR LESS; RUN THENCE SOUTH 69" 24' 46" EAST FOR 333.00 FEET, MORE OR LESS; RUN THENCE NORTH 12" 35' 14" EAST FOR 338.00 FEET; MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 64" 34' 06" WEST ALONG THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 351.00 FEET, MORE OR LESS; RUN THENCE NORTH 00" 00' 00" WEST FOR 749.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 666.00 FEET. MORE OR LESS; RUN THENCE SOUTH 00" 00' 00" EAST FOR 1152.00 FEET, MORE OR LESS. TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 2153.00 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE OF THE U.S. COAST GUARD AVIATION. TRAINING CENTER; RUN THENCE SOUTH 00" 24' 30" WEST ALONG SAID WEST PROPERTY LINE FOR 1424.00 FEET, MORE OR LESS; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH PROPERTY LINE OF THE SAID U.S. COAST GUARD AVIATION TRAINING CENTER FOR 6765.00 FEET, MORE OR LESS. TO THE EAST LINE OF SAID U.S. COAST GUARD AVIATION TRAINING CENTER PROPERTY; RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE FOR 3954.00 FEET. MORE OR LESS. TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 00" 26' 55" WEST FOR 1116.00 FEET, MORE OR LESS; RUN THENCE SOUTH 89° 48' 52" EAST FOR 1337.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00 ° 26' 57" WEST FOR 3336 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,T4, SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24, T4, SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W;

RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEETTO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO A POINT ON THE EASTERLY PROJECTION OF THE NORTH LINE OF WEST MINISTER ESTATES SUBDIVISION; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF WEST MINISTER ESTATES AS RECORDED IN MAP BOOK 23, PAGE 86 IN THE OFFICE OF JUDGE OF PROBATE MOBILE, COUNTY, ALABAMA AND AN EASTERLY EXTENSION THEREOF FOR 2032.00 FEET. MORE OR LESS; RUN THENCE NORTH 04" 22' 03" EAST FOR 989.00 FEET, MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 3738.00 FEET. MORE OR LESS; RUN THENCE NORTH 00" 00' 00" EAST FOR 470.00 FEET. MORE OR LESS; RUN THENCE NORTH 88° 40' 10" WEST FOR 230.00 FEET. MORE OR LESS; RUN THENCE SOUTH 00° 19' 36" WEST FOR 570.00 FEET, MORE OR LESS. TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID

AIRPORT BOULEVARD FOR 260.00 FEET. MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 672.00 FEET, MORE OR LESS. TO THE SOUTH LINE OF SECTION 23, TOWNSHIP 4 SOUTH. RANGE 3 WEST. MOBILE CO. AL; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1400.00 FEET, MORE OR LESS. TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23. TOWNSHIP 4 SOUTH. RANGE 3 WEST. MOBILE CO., AL; RUN THENCE NORTH 00° 00' 00" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR 1350.00 FEET. MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF, SAID SECTION 23; RUN THENCE SOUTH 90° 00' 00" WEST FOR 3,400.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 640.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" WEST FOR 700.00 FEET. MORE OR LESS TO THE EAST RIGHTOF-WAY OF HALE ROAD; RUN THENCE NORTH 00° 00’ 00" WEST FOR 3,500.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER F THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO. AL; RUN THENCE SOUTH 90° 0' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1305.00 FEET. MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1300.00 FEET. MORE OR LESS. TO THE SOUTHEAST. CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1300.00 FEET. MORE OR LESS. TO THE EAST RIGHT-OF-WAY OF SNOW ROAD; RUN THENCE NORTH 00° 06' 54" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID SNOW ROAD FOR 8,000 FEET, MORE OR LESS. TO THE POINT OF BEGINNING.

"M"

BEGINNING at the point of intersection of the east line Lot 7 Smithfield Unit 10 MB 42 P 111 and the south right-of-way line of Hitt Road; thence run southeastwardly along the south line of Hitt Road to the point of intersection with the present corporate limits of the City of Mobile; thence run southwardly along said corporate limits to the point of intersection with the eastward projection of the south line a common area (labeled detention area) shown on plat of Windmill Place Phase One MB 60 P 69; thence run westwardly along the south line of said common area to the east line of Smithfield Drive East; thence run northwardly along the east line of said Smithfield Drive East to the east projection of the north line of Lot 25 Smithfield Unit 1 MB 29 P 59; thence run west along said north line to northeast corner of said Lot 25; thence run westwardly then northwestwardly along the south line of said Windmill Place Unit 1 to the southwest comer of said Windmill Place Unit 1; thence run northwardly along the west line of said Windmill Place Unit 1 to the northeast comer of Lot 35 Smithfield Place Unit 3 MB 37 P 34; thence run westwardly along the north line of said Lot 35, to the southeast corner of Lot 10 Smithfield Unit 10 MB 42 P 111; thence run northeastwardly along the east line of said Smithfield Unit 10 to the south line of Hitt Road and the POINT OF BEGINNING.

"N"

(That property known as The Greater Gulf State Fairgrounds that was annexed into the City of Mobile pursuant to ordinance number 02-016 which was adopted March 3, 2015. Said property to be shown as Parcels A, B. C, D, E, and F of The Greater Gulf State Fairgrounds, at the intersection of Cody Road and Zeigler Boulevard as follows):

Parcel A:

That parcel of land being bounded by a line described as follows; From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, run north 89 degrees 36 minutes west a distance of 40.0 feet to a point at the west right way line of Cody Road; then north 00 degrees 03 minutes east along the said west right of way line a distance of 699.3 feet to a point; then north 89 degrees 38 minutes west a distance of 60.0 feet to a point that is on the proposed west right away line of Cody Road and the point of beginning of the property herein described, then continuing north 89 degrees 38 minutes west along an old fence line a distance of 427.0 feet to a point, then north 00 degrees 75 minutes west a distance 627.65 feet to a point on the north line of the southeast quarter of the said section 7, then north 89 degrees 48 minutes west along said north line a distance of 2275.9 feet for a point the west line of said southeast quarter, then south 00 degrees 03 minutes west along said west line 1235.0 feet to a point on the north right of way line of the proposed Zeigler Boulevard Connection Road, then south 89 degrees 56 minutes east alongside north line 2609.9 feet to a point of curve of said right-of-way line forming the intersection with the proposed right-of-way of the Cody Road, said curve having a central angle of 90 degrees 81 minutes and radius of 96.0 feet, then northeast along said curve 150.80 feet to P.T. of said curve, then north 08 degrees 03 minutes east along proposed west right of way line of said Cody Road a distance of 104.3 feet to the point of the beginning. All according to the survey by Tarlton D. Powers & Associated dated March 11, 1970 and revised April 1, 1970

Parcel B:

Commencing at the northeast comer of the northeast quarter of the southeast quarter of Section 7, Township 4 south Range 2 west, and running thence west along the north line of said quarter, 40 feet to a point on the west right of way line of Cody Road as now located, then continue running west along said north line of the northwest quarter of the southeast quarter, 490 feet more or less, to a point, then run south 276 feet more or less, then run east 490 feet more or less to a point on the west right of way line of Cody Road; run then north along the said west right of way 278 feet more or less, to the point of beginning.

Parcel C:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 00 degrees 17 minutes 38

seconds west along the west line of said southeast quarter of Section 7, a distance of 1730.07 feet to the northwest corner of the southwest quarter of said southeast quarter of section 7, then along the north line of said southwest quarter of the southeast quarter of Section 7, run north 09 degrees 56 minutes east 310.0 feet to the point of the beginning of the property here as described, then continuing north 89 degrees 56 minutes east run 661.04 feet to a point on the north right, of way line of Zeigler Boulevard, said point being on the arc of 915.19 foot radius curve concave southeastwardly, then run southwestwardly along arc of said curve and said north line of Zeigler Boulevard 622.96 feet to a point, then run north 44 degrees 79 minutes 28 seconds west 150.0 feet to a point, then run north 15 degrees 55 minutes 09 seconds west 284.58 feet to the point of the beginning.

Parcel D:

From the northeast comer of southeast quarter of Section 7. Township 4 south. Range 2 west. Mobile County, Alabama, run north 89 degrees 36 minutes west a distance of 40 feet to a point on the western right-of-way lines of Cody Road, as such a road is now located; then the north 00 degrees for 03 minutes east along said western right of way of Cody Road a distance of 699.1 feet to the point of the beginning, then run north 89 degrees 38 minutes west a distance of 483.0 feet to a pole; hence run north 00 degrees, 35 minutes west distance 353 feet to a point, then run south 89 degrees east a distance of 275 feet, then run south 80 degrees 01 minutes-west 38 minutes east a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point on the western right way line of Cody Road, which point bears north 00 degrees along the western right of way to said Cody Road a distance of 145 feet to the point of beginning.

Parcel E:

From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south. Range 2 west. Mobile County, Alabama, run north 89 degrees 56 minutes west a distance of 40 feet to a point on the western right-of-way line of Cody Road, as such road is now located, thence run north 00 degrees 03 minutes east alongside western Right of way of Cody Road a distance of 440 feet to the point of beginning, then run north 89 degrees 38 minutes west a distance of 288 feet to a point, then run north 00 degrees 00 minutes for a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point of the point of the beginning, then run south 60 degrees 83 minutes west along the western right of the way of said Cody Road a, distance of 208 feet to the point of the beginning.

Parcel F:

Commencing at the southwest comer of the southeast quarter of Section 7, Township 4 south Range 2 west. Mobile County, Alabama, run north 00 degrees 85 minutes 00 seconds west along the west line of said southwest quarter 1338.42 feet to a point on the greater line of the abandoned right of way for Zeigler Boulevard, said point being the point

of beginning of the property herein described, then continuing north 00 degrees 05 minutes west alongside west line at the southeast quarter run 100 feet to the point on the north of said abandoned right of way for Zeigler Boulevard, then alongside north Line run north 89 degrees 36 minutes east 1476,69 feet to a point, then run south 08 degrees 84 minutes east 100 feet to a point on the centerline of said abandoned right-of-way for Zeigler Boulevard run south 89 degrees 56 minutes west 146.66 feet to the point of the beginning.

"O"

AREA A BEGINNING AT A POINT ON THE EASTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE WEST LINE SECTION 8 T4S R2W SAID POINT ALSO LYING ALONG THE PRESENT WEST CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE WEST ALONG THE PROJECTED NORTH LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO A POINT ON THE NORTH LINE OF AN ABANDONED RIGHT OF WAY FOR ZEIGLER BOULEVARD; RUN THENCE SOUTH 100 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY, SAID POINT ALSO LYING ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD; RUN THENCE SOUTHWESTWARDLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF ZEIGLER BLVD. TO SOUTHEAST CORNER OF CODY ZEIGLER SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 68 PAGE 62 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY FOR ZEIGLER BLVD; RUN THENCE WEST ALONG SAID CENTERLINE TO POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 7 T4S R2W: RUN THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF ZEIGLER BLVD; RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO THE SOUTHEAST CORNER OF ZEIGLER CORNERS RESUBDIVISION OF LOT A OF RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 84 PAGE 95 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTH ALONG THE EAST LINE OF SAID ZEIGLER CORNERS TO THE NORTHEAST CORNER OF LOT C, ZEIGLER CORNERS RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 77 PAGE 68 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE WESTERLY PROJECTION TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD NORTH; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SCHILLINGER ROAD NORTH TO THE SOUTHEAST CORNER OF LOT I D. E. COMMERCIAL PLACE AS RECORDED IN MAP BOOK 90 PAGE 108 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID D. E. COMMERCIAL PLACE AND THE PROJECTION TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 T4S R3W; RUN THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W TO THE

SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S RSW; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHEAST CORNER OF LARRY AND BRADLEY WARD SUBDIVISION AS RECORDED IN MAP BOOK 83 PAGE 113 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; RUN THENCE NORTHWESTWARDLY ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF TANNER WILLIAMS BUSINESS PARK AS RECORDED IN MAP BOOK 97 PAGE 90 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY ALABAMA; RUN THENCE SOUTH ALONG SAID PROJECTION AND ALONG THE WEST LINE OF SAID TANNER WILLIAMS BUSINESS PARK TO A POINT ON THE NORTH LINE OF SOUTH HALF OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T4SR3W; RUN THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALLABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH. RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST

ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1. L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF ,437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA: THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO THE POINT ON THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD; RUN THENCE EAST ALONG THE PROJECTED RIGHT OF WAY AND ALONG THE RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD TO THE EAST LINE OF KIMBERLIN SUBDIVISION AS RECORDED IN MAPBOOK 13 PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID KIMBERLIN SUBDIVISION TO THE SOUTHWEST CORNER OF SOUTH SCHILLINGER COMMERCIAL PARK AS RECORDED IN MAP BOOK 79 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH SCHILLINGER COMMERCIAL PARK TO A POINT ON WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD SOUTH; RUN THENCE EASTWARDLY TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF SCHILLINGER ROAD SOUTH AND THE SOUTH RIGHT OF WAY LINE OF HITT ROAD; RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD TO A POINT ON THE SOUTH PROJECTION OF THE WEST LINE OF PROPERTY CONVEYED TO CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 5721 PAGE 1518 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG SAID PROJECTION A1MD ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO THE CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 6200 PAGE 161 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WEST TO SOUTHWEST CORNER OF SAID PROPERTY; RUN THENCE NORTH THENCE EAST THENCE NORTH ALONG WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ALONG THE NORTH LINE OF SECTION 24 T4SR3W: RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN REAL PROPERTY BOOK 887 PAGE 534- IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE WEST SIDE OF SAID PROPERTY TO THE SOUTH RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD; THENCE RUN

NORTHWESTWARDLY TO THE SOUTHEAST CORNER OF AIRPORT ACRES NO. 1 AS RECORDED IN MAP BOOK 4 PAGE 39 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID AIRPORT ACRES TO THE NORTHEAST CORNER; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID AIRPORT ACRES TO THE EAST LINE OF TYLER RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 113 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID TYLER RIDGE SUBDIVISION TO THE SOUTH WEST CORNER OF MILL CREEK SUBDIVISION AS RECORDED IN MAP BOOK 90 PAGE 118 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID MILL CREEK SUBDIVISION TO THE SOUTHWEST CORNER OF WESTOVER SUBDIVISION UNIT 4 AS RECORDED IN MAP BOOK 66 PAGE 23 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY THENCE NORTHEASTWARDLY THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID WESTOVER SUBDIVISION TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER RESUBDIVISION OF LOTS 27, 28, & 29 AS RECORDED IN MAP BOOK 59 PAGE 106 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER RESUBDIVISION TO A POINT ON THE WEST SIDE OF PORTSIDE BLVD.; RUN THENCE NORTHEASTWARDLY TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER AS RECORDED IN MAP BOOK 54 PAGE 43 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER TO THE NORTHEAST CORNER OF SAID WESTOVER SUBDIVISION UNIT 4; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WESTOVER UNIT 4 TO THE NORTH LINE OF WESTOVER UNIT 2 AS RECORDED IN MAP BOOK 63 PAGE 111 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID WESTOVER SUBD. UNIT 2 TO THE NORTHEAST CORNER OF SAID UNIT 2; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID UNIT 2 TO THE NORTHWEST CORNER OF LOT 6 BLOCK 8 HIGHLAND PARK SUBDIVISION. AS RECORDED IN MAP BOOK 4 PAGE 380 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND THE PROJECTION THEREOF TO A POINT ON THE EAST LINE OF LAKEVIEW DRIVE; RUN THENCE NORTH ALONG THE EAST SIDE OF LAKEVIEW DRIVE TO THE NORTHWESTWARDLY CORNER OF LOT B RESUBDIVISION OF LOTS 42 & 43 BLOCK 5 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 99 PAGE 76 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHEASTWARDLY AND THEN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT B TO THE NORTHEAST CORNER OF SAID LOT B; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5 HIGHLAND PARK AS RECORDED IN MAP BOOK 4 PAGE 380- 381 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE SOUTH; RUN THENCE EASTWARDLY TO A POINT ON THE EAST LINE OF

PARK AVENUE SOUTH. SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 100 FEET OF LOT 7 BLOCK 6 HIGHLAND PARK; RUN THENCE EAST ALONG NORTH LINE OF SAID SOUTH 100 FEET OF LOT 7 TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 35 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 9 BLOCK 6 OF SAID HIGHLAND PARK SUBDIVISION: RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 AND LOT 41 BLOCK 6 OF SAID HIGHLAND PARK AND THE PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 20 T4SR2W, SAID POINT ALSO LYING ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE NORTHWARDLY ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE TO THE EASTERLY PROJECTED NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD. AND THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING AREA AS SHOWN BELOW AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA EXCEPTED:

BEGINNING AT THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK AS RECORDED IN MAP BOOK 111, PAGE 29 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SUBDIVISON TO THE SOUTHWEST CORNER OF SAID SUBDIVISION: RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID SUBDIVISION AND ALSO ALONG THE EAST LINE OF ALVERSON ROAD SOUTH TO THE NORTHWEST CORNER OF SAID SUBDIVISION; RUN THENCE WESTWARDLY 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 3, LOWES SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 44 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE CONTINUE WESTWARDLY ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 451.6 FEET MORE OR LESS TO A POINT; RUN THENCE NORTHWARDLY AND PARALLEL WITH ALVERSON ROAD SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE; RUN THENCE EASTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALVERSON ROAD NORTH; RUN THENCE NORTHEASTWARDLY ALONG THE WESTERLY RIGHT OF WAY LINE OF ALVERSON ROAD NORTH TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD TO THE POINT OF INTERSECTION WITH THE PROJECTED WEST LINE OF BERDIE BROADUS SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 59 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE PROJECTED AND CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF

LOT 2 OF SAID BERDIE BROADUS SUBDIVISION; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE WEST LINE OF THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE SOUTHWARDLY ALONG SAID CORPORATE LIMITS TO THE SOUTHEAST CORNER OF SECTION 18 T4S R2W; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE EAST 130 FEET LOT 30 HIGHLAND PARK EXT #2 AS RECORDED IN MAP BOOK 5 PGS 233-234 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 130 FEET AND THE PROJECTION THEREOF TO THE SOUTH LINE OF CEDAR STREET; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF CEDAR STREET TO THE NORTHWEST CORNER OF THE EAST 94 FEET OF LOT 31. OF SAID HIGHLAND PARK EXT #2; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 94 FEET OF LOT 31 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 32 OF SAID HIGHLAND PARK EXT # 2; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINE OF LOT 33 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD; RUN THENCE WESTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD TO THE SOUTHWEST CORNER OF LOT 8 OF SAID HIGHLAND PARK EXT #2; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 161.4 FEET MORE OR LESS TO A POINT; RUN THENCE WESTWARDLY 170 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE EAST; RUN THENCE WESTWARDLY 50 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF LOT 4. BLOCK 3. W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 4 AND ALONG THE SOUTH LINE LOT 9 OF SAID SUBDIVISION AND THE PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY LINE CENTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 OF SAID JOWERS TRACT; RUN THENCE SOUTHWARDLY ALONG THE WEST RIGHT OF WAY LINE OF CENTER STREET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SUBDIV!SION; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 100 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH 83° 09' 11" WEST A DISTANCE OF 252.45 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE WEST; RUN THENCE SOUTHWESTWARDLY A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF BORDER CIRCLE WEST SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH 80 FEET OF LOT 1 BLOCK 1 OF SAID W.H. JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE SAID NORTH 80 FEET TO THE EAST LINE OF LOT 2 OF SAID SUBDIVISION; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION; RUN THENCE WESTWARDLY ALONG THE SOUTH

LINE OF LOT 3 TO THE SOUTHWEST CORNER OF SAID LOTS; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 AND CONTINUING ALONG THE WEST LINE OF LOT B RESUB OF LOT 4, BL0CK 1 W.H. JOWERS AS RECORDED IN MAP BOOK 88 PAGE 100 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY. ALABAMA TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4. PAGE 614-615; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 6 TO NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 T4S R2W; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE NORTHWEST CORNER OF SAID SOUTH HALF; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK SUBDIVISION AS RECORDED IN MAP 111 PAGE 29 AND THE POINT OF BEGINNING.

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LESS AND EXCEPT THAT PORTION OF PROPERTY THAT WAS DE-ANNEXED IN 2015 AS PER RESOLUTION 02-219 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH. RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN EASTWARDLY ALONG THE NORTH LINE OF SECTION 19. A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF THE W. H. JOWERS TRACT AS PER PLAT RECORDED IN MAP BOOK 4. PAGES 614-615. PROBATE COURT RECORDS. MOBILE COUNTY, ALABAMA; THENCE RUN 500° 17' 00" E. ALONG THE WEST LINE OF SAID W. H. JOWERS TRACT, 894.94 FEET TO THE POINT OF BEGINNING; THENCE RUN N 89° 10' 34" E. 108.27 FEET TO A POINT; THENCE RUN S 00° 38' 09" E, 79.88 FEET TO A POINT; THENCE RUN S 89° 09’ 51" W. 108.77 FEET TO A POINT; THENCE RUN N 00° 17' 00" W, 79.90 FEET TO THE POINT OF BEGINNING. CONTAINING 0.20 ACRES.

"Q"

All of that real property, including all forty-three (43) lots, common areas, detention areas, rights-of-way and streets as described in and made a part of the Darby Creek Subdivision Plat recorded at Map Book 67, Page 71 in the records of the Judge of Probate of Mobile County.

SECTION 2: Pursuant to the provisions of Act No. 18. General Acts of Alabama, 1956. Second Special Session, Page 279, and for the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy and assess for the municipal tax year beginning October 1, 2023, and for successive tax years, ad valorem taxes, on all real and personal property and intangibles situated in the following described areas, within the corporate limits of the City of Mobile, which areas are being

furnished the services set out in the aforesaid Act of the Legislature during the year for which this ad valorem tax is being levied, and which may be subjected to the municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

Beginning at the southwest comer of Section 5, Township 4 south, Range 2 west, thence run northward along the west line of Section 5, to the northwest comer of Section 5 and the southwest comer of Section 32, Township 3 south, Range 2 west; thence continue northward along the west line of Section 32 to the northwest comer of Section 32; thence run eastward along the north line of Sections 32, 33, 34, 35, and 36 to the northwest corner of the northeast quarter of the northeast quarter of Section 36; thence run southward along, the north-south centerline of the northeast quarter of Section 36 to the east-west half-section line of Section 36; thence run eastward along the east-west half section line to the east line of Section 36; thence run southeastwardly, northeastwardly, and southeastwardly along the existing corporate limits line of the City of Mobile to its intersection with the west line of Interstate 65; thence run southwestwardly along the west line of Interstate 65 to the north line of Section 6, township 4 south, Range 1 west; thence run westward along the north line of Section 6, Township 4 south, Range 1 west and Section 1, Township 4 south, Range 2 west to the north-south one-half section line of said Section 1; run thence southwardly along the north-south one-half section line of said Section 1 to a point on the south line of said Section 1; run thence eastwardly along the south line of said Section 1 to the range line between Range 1 west and Range 2 west; run thence southwardly along the range line between Range 1 west and Range 2 west to the north bank of Bolton's Branch; run thence southwardly and eastwardly along the meanderings of the north bank of Bolton's Branch to the west bank of Dog River; run thence southwardly along the west bank of Dog River to the north right-of-way line of the Louisville and Nashville Railroad: run thence northeastwardly along the north right-of-way line of said railroad to a point on the township line between Township 4 south and Township 5 south; run thence eastwardly along said township line between Township 4 south and Township 5 south to a point on the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as used officially on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence south along said coordinate line to a point due east of the north bank of Dog River; run thence due west to the north bank of Dog River; run thence northwestwardly along the meanderings of the northerly and easterly bank of Dog River to a point due east of the north bank of Halls Mill Creek; run thence due west to the north bank of Halls Mill Creek; run thence northwardly and westwardly along the meanderings of the north bank of Halls Mill Creek to the west line of Section 17, Township 5 south, Range 2 west; thence run northwardly along the west line of Sections 17, 8 and 5, Township 5 south, Range 2 west and along the west line of Sections 32, 29, 20, 17 and 8, Township 4 south, Range 2 west to the northwest corner of said Section 8, said comer also being the southwest corner of Section 5, Township 4 south, Range 2 west and the point of beginning.

SECTION 3: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, the area described in said Act No. 18 but outside of that area described in Sections 1 and 2 of this Ordinance is hereby exempted from the City of Mobile ad valorem taxes for the municipal tax year beginning October 1, 2023.

SECTION 4: That the annual rate of each levy provided in Sections 1 and 2 of this Ordinance shall be seventy hundredths (.70) of one per centum as authorized by law, of the value of such property as assessed for State Taxation during the preceding year.

SECTION 5: Should any section, provision, or part of this Ordinance be declared unconstitutional or void by any court of competent jurisdiction it shall not affect the validity of the remaining sections, provisions, or parts of this Ordinance.

Adopted:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/31/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/17/2023 - 11:12 AM

03-339 **2023**

R E S O L U T I O N

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the re-appointment of Mary Stewart Nelson to the AltaPointe Health Systems, Inc. Board, effective April 1, 2023, for a term ending April 1, 2029.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

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City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	4/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 12:18 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	BusyBee Hookah and IceBar Lounge, LLC
Location:	BusyBee Hookah and IceBar Lounge 5441 U. S. Hwy 90 Unit 7 Mobile, AL 36619

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 5561

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.13.2023

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:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC*

Trade Name: BUSYBEE HOOKAH AND ICEBAR LOUNGE

Location: 5441 US HWY 90 UNIT 7 MOBILE AL 36619

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA 03.28.2023

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
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Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 03.28.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5561

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **010 - LOUNGE RETAIL LIQUOR - CLASS I**
(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: *BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC*

TRADE NAME: BUSYBEE HOOKAH AND ICEBAR LOUNGE

LOCATED AT: 5441 US HWY 90 UNIT 7 MOBILE AL 36619

☐ 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: JORDAN W WOODROW **PHONE#:** 404.734.8559

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 03.13.2023
Application No: 5561

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

Type License: ***N/A***

Name of Applicant(s) ***BUYSYBEE HOOKAH AND ICEBAR LOUNGE 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
WOODROW, JORDAN WALTER	MEMBER	04.07.1997 FOLEY (BALDWIN) AL	

Corporate information: 001-043-650 (Enter book & page or document info) Date: 10.07.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***BUSYBEE HOOKAH AND ICEBAR LOUNGE***

Location 5441 US HWY 90 WEST STE 7 MOBILE AL 36619

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) _____

What is the applicant(s) primary business at this location? LOUNGE

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?

NO JW

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** 03.13.2023

The undersigned BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC - JORDAN W WOODROW

(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 13th day of March Year 2023

R Shawn Skinner

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person JORDAN W WOODROW E-mail: BUSYBEEHOOKAHS@GMAIL.COM

Phone Number: Home: 404.734.8559 Cell: 404.734.8559 Bus: 404.734.8559

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 73 License premises includes patio area *NO*

Square Footage 1600

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
WOODROW, JORDAN WALTER	DRIVING UNDER THE INFLUENCE (DUI)	FAIRHOPE AL POLICE 02.22.2022	COMPLETED ALCOHOL/SUBSTANCE PROGRAM

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: COBALT REALTY LLC 225-454-6095

Address of Property Owner/Lessor: 11001 HIGHLAND ROAD BATON ROUGE LA 70810

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)_____

CITY OF MOBILE

REVENUE DEPARTMENT

March 13, 2023

BUSYBEE HOOKAH AND ICEBAR LOUNGE

5441 USHWY 90 WEST STE 7

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 124947 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1512625	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

032728-0002 SHAWN S. 03/13/2023 10:27AM

BUSINESS LICENSE
BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC
124947
2023 Item: 1512625
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: BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC

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
  - [x] Required drawing for Urban Development (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy - ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [x] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [x] 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
Jordan Woodrow	2-15-2023
Person Completeing Application Signature	**Title**
Jordan Woodrow	Owner

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
02/15/2023	No		05/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Liquor License/ Lounge License	Sally's Beauty Supply Store	No

License Type applied for with Alabama ABC Board	
Lounge License	

Business Information

Business Description/Activity	Other Explain
Hookah Bar/Lounge	

Legal Business Name	Trade Name (DBA)
BusyBee Hookah & IceBar Lounge LLC	BusyBee Hookah & IceBar Lounge

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	10/07/2022	5441 Highway 90 W Unit 7

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
1101 Highland Rd	Mobile	AL	36619-1976

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Baton Rouge	LA	70810	399 S Ingleside St

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
1101 Highland Rd	Fairhope	AL	36532

City	State	Zip Code	Business Phone Number	Building Type
Baton Rouge	LA	70810	404-734-8559	Commercial

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
225-454-6095	92-0727393		399 S Ingleside St Fairhope, Al 36532

Business Contact Person Information

Name	Title	Phone	Email
Jordan Woodrow	Owner	404-734-8559	busybeehookahs@gmail.com

Land/Building Information

Do you own or rent/lease the property? Lease

Property Owner Name	Do you have a legal description of property?
Andre Bruni	Yes Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
1101 Highland Rd	225-454-6095	megahn@cobaltreality.net

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Baton Rouge	LA	70810	73	1,600

Fully equipped & operational kitchen	No	Equipped with table and chairs	Yes
If NO, any food served (if YES explain below)	No	Equipped for on premise consumption	Yes
Habitually used for providing food to public	No	Restroom Facilities Yes	Patio Area No

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230206135244636

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

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

Trade Name: BUSYBEE HOOKAH AND ICEBAR LOUNGE **Filing Fee:** $50.00

Applicant: BUSYBEE HOOKAH AND ICEBAR LOUNGE LOUNGE LLC **Transfer Fee:**

Location Address: 5441 US HWY 90 UNIT 7 MOBILE, AL 36619

Mailing Address: 399 S INGESIDE ST FAIRHOPE, AL 36532

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001-043-650

Do you sell Draft Beer?:

Date Incorporated: 10/07/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/07/2022

Federal Tax ID: 92-0727393 **Alabama State Sales Tax ID:** R011577314

Name:	Title:	Date and Place of Birth:	Residence Address:
JORDAN WALTER WOODROW	MEMBER	04/07/1997 FOLEY AL	399 S INGLESIDE ST FAIRHOPE, AL 36532

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: JORDAN WOODROW
Business Phone: 407-734-8559
Fax:

Home Phone: 404-734-8559
Cell Phone: 407-734-8559
E-mail: BUSYBEEHOOKAHS@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: 20230206135244636

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: COBALT REALY LLC 225-454-6095
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1600 Display Square Footage:
Building seating capacity: 73 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:
JORDAN WOODROW	DUI 2/22/22	FAIRHOPE POLICE	COMPLETED ALCOHOL/SUBSTANCE PROGRAM

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230206135244636

Initial each — **Signature page**

Initial	
JW	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JW	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JW	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.
JW	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.
JW	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.
JW	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.
JW	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): JORDAN WOODROW

Signature of Applicant: J. d W. d

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230206135244636

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: UNIT 7

JW

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	BUSYBEE HOOKAH AND ICEBAR LOUNGE	*Applicant:*	BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC
Location:	5441 US HWY 90 UNIT 7 MOBILE AL 36619	*License Type:*	010
Contact:	JORDAN WOODROW	*ABC Staff:*	SANDY DURHAM
Telephone:	404-734-8559	*Date:*	2/6/2023

IMPORTANT NOTE: Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1.	N/A	Filing Fee	$50.00		
2.	N/A	Transfer Fee			
3.	N/A	Appliction			
4.	N/A	Transfer Agreement			
5.	N/A	Current ABC License & Current Owner Driver License			
6.	X	Lease/Deed			
	X	Is the correct Applicant's name on the lease/deed?			
	X	Is the Address correct on the lease/deed?			
	X	Are the Terms of the lease clear?			
	X	Is the lease/deed signed?			
7.	X	Corporation/LLC/LLP/Partnership Agreement/Association			
8.	X	List of Officers/Members or Minutes			
9.	X	IRS Employer Identification Number (EIN)			
10.	X	Alabama Dept of Revenue State Sales License			
11.	X	Sketch			
12.	N/A	City of Mobile Ordinance			
13.	N/A	Restaurant Menu to include Price			
14.	X	Rules & Regulations/Title 28			
15.	N/A	Copy of Tobacco Regulation			
16.	N/A	Filing/Transfer Fee Acknowledgement	2/14/2023		
17.	X	Instructions to License			
18.	X	Person in Charge Sign			
19.	N/A	Name Change Affidavit			
20.	N/A	Club Liquor Class I and II License Only			
	N/A	Corporation/LLC/LLP			
	N/A	Bylaws			
	N/A	Membership List			
	N/A	Compliance Checklist			
21	N/A	Power of Attorney			
	N/A	Identification/Photograph			
22.	X	Identification			
	X	Driver License/State ID (color copy needed)			
		U.S. Passport			
		Military ID			
23.	X	Proof of Citizenship			
	X	Birth Certificate/US Passport (Color Copy)			
		Naturalization (color copy needed)			
		Perm Resident Card (color copy front & back)			

24.	X	State of Residence / FBI Background Check	
25.		Co Health Dept. Permit/Inspection (On-premise locations only)	
26.	N/A	City Business License (Required for tobacco only locations.)	
27.	X	Insurance	
28.	N/A	Current Owner Insurance	
29.		License Fe	**$600.00**
30.		City/County Approval	

BEFORE ***February 14, 2023*** ***CONTACT***

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

sandy.durham@abc.alabama.gov

APPLICATION WILL EXPIRE ON JUNE 6, 2023

* *Make personal or business checks payable to: Alabama ABC Board.*

Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

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
Woodrow, Jordan Walter	Owner	

Race	Sex	Date of Birth	Home Address
African American	Male	[redacted]	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36606

Place of Birth (City, State, Nation)	Mobile Number	Email
Foley, Al, USA	404-734-8559	busybeehookahs@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
(Yes)/No	DUI	Daphne Police Department	01/03/2022	Probation for 1 year

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: Jordan Woodrow Account # R01577314

Business Name: Busy Bee hookah and Ice bar lounge, LLC

Business Location and Tax ID No.: 5441 US90 Mobile, AL, 36619

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, Jordan Woodrow *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 2-15-2023 Jordan Woodrow

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

January 30th, 2023

Dear Mr. Woodrow,

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,

Maury Mitchell
State Crime Information Director
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Busybee Hookah & Icebar Lounge LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Jordan W Woodrow

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   5441 US 90 36619 unit 7 Mobile, AL 36619

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

   399 s ingleside st fairhope, AL 36532 BALDWIN

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-043-650 DLL

Date	10/07/2022
Time	15:10:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 7 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 3 : 1 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 7 / 2022
Date (MM/DD/YYYY)

Jordan Woodrow
Signature as required by 10A-5A-2.04

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

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

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:

Busybee Hookah & Icebar Lounge LLC

This name reservation is for the exclusive use of Jordan Woodrow, 399 s ingleside st, fairhope, AL 36532 for a period of one year beginning October 07, 2022 and expiring October 07, 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.

October 07, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES050368

Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Busybee Hookah & Icebar Lounge LLC, as received and filed in the Office of the Secretary of State on 10/07/2022.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

03/13/2023

Date

Wes Allen — Secretary of State

20230313000007016

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-18-2022

Employer Identification Number:
92-0727393

Form: SS-4

Number of this notice: CP 575 A

BUSYBEE HOOKAH & ICEBAR LOUNGE LLC
JORDAN W WOODROW SOLE MBR
399 S INGLESIDE ST
FAIRHOPE, AL 36532

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 92-0727393. 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 720 01/31/2023

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:

BUSYBEE HOOKAH & ICEBAR LOUNGE LLC
5441 HIGHWAY 90 W 7
MOBILE, AL 36619-1976

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011577314	01/1/2023	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.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Heathcock

Deputy Commissioner

NAICS CODE: 722410

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

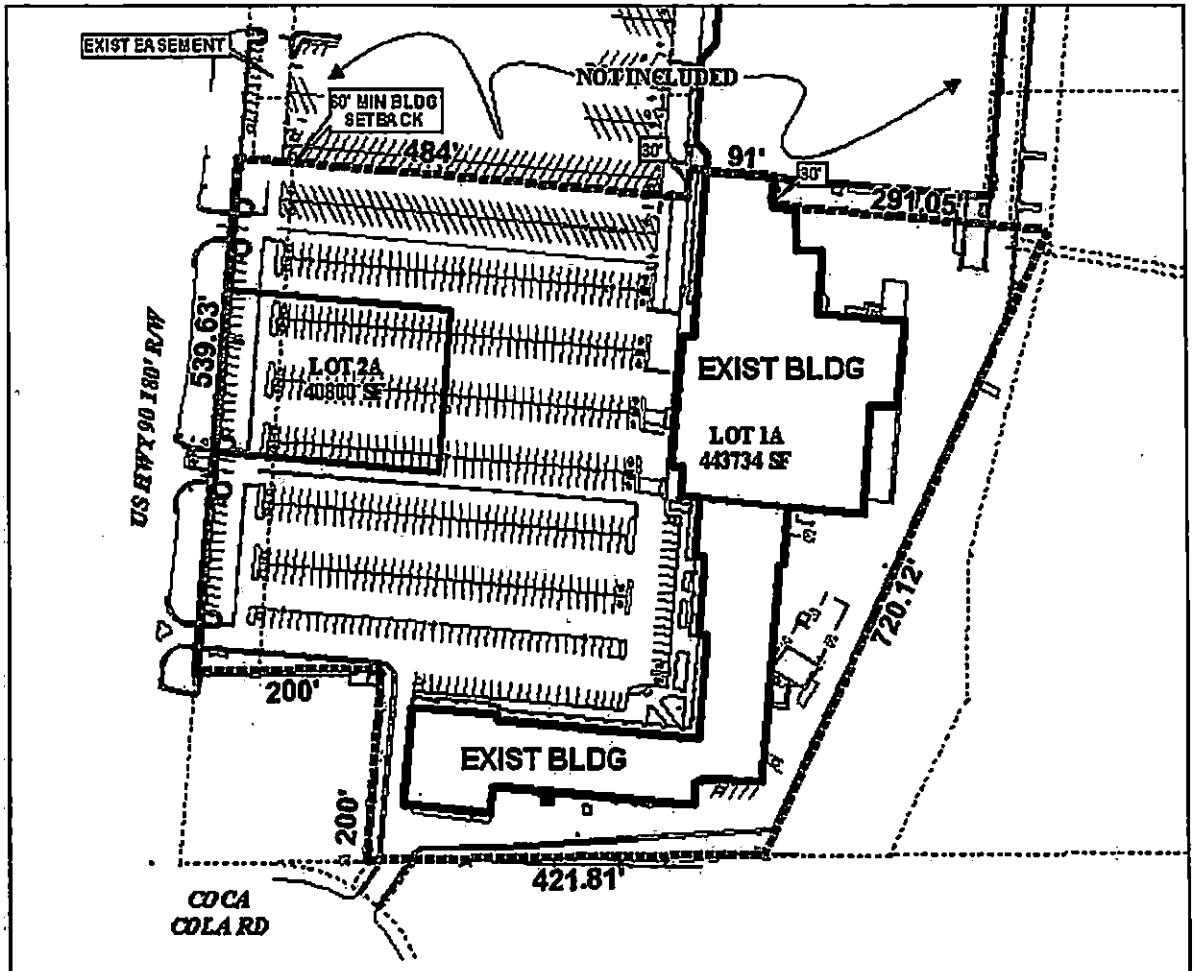
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type			License Type	
Hookah lounge				
Legal Business Name			**Trade Name (DBA)**	
Busybee hookah & Ke bar lounge llc				
Physical Address of Business (Street Name, Suite #)			**Building Square Footage**	**Building Stand alone or attached**
5441 US 90 unit 7			1600	attached
City	**State**	**Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
Mobile	AL	36619		

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Jordan Woodrow	owner	404-734-8559	Busybeehookahs@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
6+	6	Yes	B-3	✓
Comments				
Print Name	**Signature**		**Date**	
Logan Anderson	Logan Anderson		03/08/2023	

SITE PLAN



The site plan illustrates the existing development and proposed lot configuration

APPLICATION NUMBER 17 & 18 DATE July 22, 2010

APPLICANT Tillman's Square Subdivision, Resubdivision of Lot 1, Resubdivision of Lots 1 & 2

REQUEST Subdivision, Planned Unit Development

N

NTS

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

The above described property is | Ownership Type: owner | to/by | Company Name: Bosybee hookah & icebar lounge

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 ____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Melissa McManus		life

Notary Stamp

MELISSA MCMANUS
NOTARY PUBLIC ID #153210
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Owner of Property (Print Name)	Applicant Name (Print Name)
Cobalt Realty LLC	Jordan Woodrow
Owner of Property (Signature)	Applicant Name (Signature)
7017 Perkins Rd	399 s Ingleside St
Address	Address
Baton Rouge LA 70808	Fairhope AL 36532
City, State, Zip	City, State, Zip
3/01/23	3/01/23
Date Agreement Signed	Date Agreement Signed

HIGHWAY 90

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the 7th day of October, 2022, by and between Cobalt Realty, LLC, a Louisiana LLC, (herein called "Landlord"), and BusyBee Hookah & Icebar Lounge, LLC (herein called "Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leased to Tenant, and Tenant rents from Landlord, those certain premises, now or hereinafter to be erected in Tillman's Square (herein called the "Shopping Center"), said premises being known as 5441 Highway 90 West, Unit 7, Mobile, Alabama 36619 in the County of Mobile, Alabama, which premises consist of a one-story building containing an area of approximately 1,600 square feet, (herein called the "leased premises").

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 1.03: Term and Commencement.

The initial term of this lease shall be for THIRTY-SIX (36) months, commencing October 7, 2022, and expiring on October 7, 2025.

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined, and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as provided. —

ARTICLE II

By: _____ Date: 10/07/2022

Jordan Woodrow

Print Name: Jordan Woodrow SSN #:

Witness: David Dexter Phone #

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 #	5561
Business Name	BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC
Company DBA	BUSYBEE HOOKAH AND ICEBAR LOUNGE
Business Address	5441 US HWY 90 WEST STE 7 36619
License Type	010 - LOUNGE RETAIL LIQUOR CLASS I
Post Date	03.13.2023
Agenda Meeting Date	03.28.2023

(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
Jordan Woodrow	2-15-2023
Owner/Applicant Signature	**Title**
Jordan Woodrow	owner

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	9/15/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/15/2022 - 12:09 PM

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 Medevac Alabama, Inc., for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-781 **2022**

RESOLUTION

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

Adopted: SEP - 6 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE AN AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an Ambulance 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 September 20, 2022, 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

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, 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:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name_____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ 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 X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(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)
Kenneth C Hughes	Director		10,000 Shares (Full)

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: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

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:

White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

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.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Director/Owner Kenneth C Hughes
Its Director/Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July, **20** 22

Notary Public

KANISHA GRAY LARGE NOTARY PUBLIC STATE AT LARGE ALABAMA MY COMMISSION EXPIRES 08-23-2025

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

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.

_____

Signature

4/1/22

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: Kenneth C Hughes

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: Medevac Alabama inc

Present Position/Title: Director

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.
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.

_____ _____
Signature Date Signed

CASE ACTION SUMMARY

212020339301 — Case Number -- MC20120027S4

Defendant (Name)
KENNETH CORY HUGHES

Sex Race --- DOB --- Trial Date
M W 08111985

251-

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 8/1/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders DIRECTED VERDICT FOR D

Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

COPY

COMPLAINT

==========

Warrant Number: 212020339301 Case Number: --MC20120002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/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/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , 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 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE

COPY

Personal Data Report

General Descriptors

Name:	HUGHES, KENNETH CORY		
Address		**ick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	M	**Age:**	36
Weight:	160	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	GOATEE & MUSTACHE
Hair:	BROWN	**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	**D**	**DL Type:** D	**S**
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: 4/07/2022

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
		4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV UNKNOWN	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates A RECORD

CHECKED BY: [signature]

DATE: 4/07/2022

MEDEALA-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

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

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

PRODUCER AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	CONTACT NAME: Christina Chandler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.chandler@assuredpartners.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: TDC Specialty Insurance Company — 34487
INSURED Medevac Alabama, Inc. dba Medevac International PO Box 1268 Mobile, AL 36633	INSURER B: National Indemnity Company of the South — 42137
	INSURER C: The Sheffield Fund
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X		MFP013962101	5/19/2021	5/19/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
	X Professional Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			72APS100179	5/19/2021	5/19/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		600-2022-40431-00	1/1/2022	12/31/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an Additional Insured with respects to the General Liability as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

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
Anna Turner

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Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address: **3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day, **June 22 2022.**

License Number **1209**

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

MOBILE FIRE-RESCUE DEPARTMENT

JEREMY P. LAMI
FIRE CHIEF

To: Mobile City Council

From: District Chief J.T. Cox

Cc: Fire Chief Jeremy P. Lami

Date: August 30, 2022

Subject: Medevac Alabama Inc. Application

Dear Councilmembers,

In 1991 the Mobile Fire Rescue department developed an ambulance ordinance to better serve the citizens of Mobile. This action was due to extended times on scene waiting for privately owned ambulances to respond to emergency calls. Over the years the city has participated in a rotation where privately owned ambulance services respond to low acuity emergency calls (BLS) and the City Of Mobile Fire-Rescue ambulances respond to life-threatening emergencies (ALS calls).

Over the years, there have been several private ambulance services operating in the City of Mobile. To my knowledge, there have been as many as three privately owned ambulance services operating simultaneously within the City and sharing the responsibility for BLS calls. We currently have two privately owned ambulance services responding to BLS calls within the city: Newman's and Lifeguard.

Since 2014 these privately owned ambulance companies have been held to a response reliability percentage of 90%. This means that they accept and respond to 90% of the BLS calls. This model worked very efficiently until the COVID-19 pandemic. Since COVID-19, both privately owned ambulance companies in Mobile have struggled to maintain a 90% response reliability. They credit this downfall to staffing issues, rising fuel prices, and inflation. I have been working closely with both companies to increase response reliability. We meet quarterly to discuss

issues and to bring forth new ideas to improve our emergency response system. Despite our efforts, these two companies are still not able to meet their required 90% response reliability.

Recently a third privately owned Ambulance Company, MedEvac of Alabama has applied to join in the response rotation for BLS calls within the City of Mobile. At face value, it seems that we could certainly use a third company to share the high call volume. The reality, however, is that this system is more complicated than just call volume. The privately owned ambulance companies operating within the City likely do not achieve the bulk of their revenue from answering the BLS calls. To capture additional revenue, both private ambulance services engage in contractual agreements with local hospitals and healthcare facilities to conduct patient transfers. The obligations to BLS responses and contractual agreements for patient transfers can be problematic when dealing with staffing issues, extended wait times at hospital facilities, low reimbursement rates, and other challenges present in the emergency medical service industry. To be honest, the Mobile Fire-Rescue Department also experiences many of the same issues.

I was tasked with investigating the truthfulness of the information included in the application Medevac of Alabama Ambulance Company submitted to the City. MedEvac of Alabama appears to be a break-away or franchise of sorts underneath the umbrella of MedEvac International. The owner has worked for ambulance services in the Mobile area and is familiar with the market. He plans to dedicate three ambulances for the BLS calls on the MedEvac rotation day, but asks for a 30-day grace period to begin this service. He also commits to adding more ambulances if the need exists. It is also important to note that MedEvac would compete with both Newman's and Lifeguard for inter-facility patient transfer contracts.

I've reviewed the application and provided supplemental information. It's ready to proceed to a public hearing for consideration.

Sincerely,

James T. Cox
District Chief of EMS
Mobile Fire-Rescue Department

The following information will satisfy the department investigation as outlined in The Mobile City Code ***Section 1 Chapter 6 – Ambulances and other medical transportation Sec6-33.***

Parties involved: James Cox, Chief of EMS Mobile Fire Rescue Department

Kenneth Hughes, Owner/operator MedEvac Alabama

Date: August 9, 2022

Number of Ambulances-

3

Plan to comply with 90% response reliability with 3 trucks-

Referencing staffing: In my experience in the Mobile system the staffing on MFRD days has never been exclusive or overwhelming for MFRD days versus non mobile fire days. Essentially the private services will add a handful of extra units to handle the extra demand and NUA a MFRD call when they ran out of units or it would cause a scheduled call to be late. The difference being that depending on how this is done our first units will have nothing else to do.

We have no preexisting contracts to consider, no hospitals we have to keep happy. We actually look forward to the increase in volume and will work to capture as much of it as possible. Can we do it with the three trucks? I actually presume that we can get most of them as the difference will be that with the other services you are getting partial trucks in the beginning you will have almost the truck exclusively.

How will that change over time I cannot say? Again we believe that it would make for the best scenario to give us a ramp up time. But at the same time we will make unit hours available to fulfill the mission. It will take time there is no subsidy that is coming from City to ensure a unit is always available these BLS calls are being rolled out to ensure the availability of MFRD units. But we do want these calls.

Based on everything I have been told there is room and a need for a third service, we do not have unlimited funds. We cannot run it like a government service, we are not owned by a multinational conglomerate. We are a family owned operation. We have to ensure that what we are doing is sustainable. The preexisting services have every reason to say that this is what it takes to be here, but that is not necessarily true. They have the market if we staff the way that they do from day one we will be out of business long before we get things rolling. Their staffing is based upon Mobile Fire and hospital traffic. We will start from scratch in Mobile. We get calls from Mobile but again pursuant with Mobile's interpretation of the ordinances we currently turn them all down. So we will start with very empty ambulance hours to fill.

If Medevac Alabama is allowed into Mobile we will start and get compliant growing with the call volume. We presume that MFRD days will require all hands on deck. We will take that extra volume and turn it into unit hours. It will take time, but the advantage that we have over every other service is that we are hungry and want the volume. They have a controlled market and are

CASE ACTION SUMMARY

212020339301

Case Number -- MC2012002754

Defendant (Name)
KENNETH CORY HUGHES
1330 WILKINS RD
MOBILE, AL 36618-
251-259-8167

Sex Race --- DOB --- Trial Date
M W 08111985
SSN: 416-35-2266

Charge: HARASSMENT
Arrest Date -- Arresting Officer
4-4-12

Employer:

Complainant: CHRISTOPHER ALLEN WALLACE

Date Committed -- Date Released
4-4-12

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties
Mobile

BENCH NOTES:

On 4/1/13 (date) the defendant appears in open court in person and pleads NOT guilty. After hearing the evidence it is the judgement of the court that defendant is NOT guilty and is fined _____ together with _____ costs, and sentenced to _____ days in city jail.

Additional orders Directed Verdict for D

_____

_____
Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

CASH PAYMENT

Date Receipt Number Amount

TIME SERVED

_____ days at $ _____ per day

APPEAL RECORD

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

able to squeeze everything they can out of it. They wish to prevent us from entering the market because we will fundamentally disrupt it. Quite frankly our addition will cause chaos. And that is probably a good thing.

My profound belief is that with 30 days ramp up time we can project our initial hospital traffic and add for MFRD days. Failing this, on MFRD days we will take an all hands on deck approach and put everyone to work to ensure that we get as close to the 40 calls as possible and since we don't have any preexisting commitments in Mobile I dare say we can probably do a pretty good job. We will grow to avoid missing more. Medevac Alabama has the capacity to put the number of units up that the preexisting units are saying they are running we just don't believe that we will need them in Mobile even on MFRD days to start. Quite frankly nothing would make us happier to be wrong and we will adjust as needed. We just do not want to commit to something that is unsustainable.

Condition of trucks- age, mileage etc...

Mr. Hughes included his application for this information.

Items missing from application

a) Sec 6-32 (5) The financial ability of the applicant to comply with the provisions of the chapter.

As to 6-32(5) Medevac Alabama is a privately held corporation that operates independently but in concert with another group. We have set aside a portion of money to get started in operation in Mobile that we believe based upon past experience is sufficient to last until the proceeds resulting from the operation begin to return. Based upon the amount of requests for service from Mobile that we receive daily we believe the Mobile market will be at least marginally profitable to us as an operation. In addition to allowing our other counties to operate more efficiently.

Our units on average need to transport 3.5 patients per 12 hour shift to break even in an urban environment. This changes a little based upon the payer mix we find but based upon my past experience that is what I continue to expect to find in Mobile. Based upon our previous request to date we do not believe achievement of that volume will be terribly difficult.

The largest hurdles for any ambulance company starting is the spin up of a billing operation. Because we have already been operating in Alabama for a couple of years and because we have had the Mobile County license for several months all of these challenges have already been overcome.

Medevac Alabama has positive assets and cash on hand that would allow us to cover the costs associated with adding these additional crews.

b) Sec 6-32(6) The nature and character of the service that the applicant proposes to render; the facts showing the demand for such service; the experience that the applicant has had in rendering such service and the period of time, if any, that he/she has rendered in the city.

6-32(6) Medevac Alabama intends to provide primarily a BLS Ambulance service in Mobile. We will have an ALS Ambulance available but it will primary be geared at doing ALS inter-facility transfers. We also have units from Clarke and Baldwin Counties almost constantly in Mobile dropping off. These units will be used as a force multiplier in either picking up patients returning to the areas from which they came or taking patient long distances for upgrades in care. This will allow those units to be more efficient, and is presumed to be one of the bright spots in doing this.

Medevac Alabama is a fairly fluid company we know what Mobile was like in the past. But we assume quite a few things have changed and we will adjust to the market as necessary to ensure that we are adding a needed service that is sustainable. We believe that 3 trucks will be adequate to get started, we presume that during peak times we will need to pull units from Baldwin County and utilize our Clarke transfer to get though the busy times. We do have the capacity to pull up extra ambulances but again we will focus on meeting our obligations, than look to growth one of the lessons i have learned painfully is that getting the ambulance run is the easy part insuring that we get paid for it is the actual work.

I have been in EMS for a little more than 20 years, quite a bit of my career has been spend in Mobile County and the City of Mobile. The pandemic and the drawing in of the city lines have no doubt made some changes to the system but I believe my team is ready to adjust to the changes and add to the overall situation in Mobile.

I have previously spun up new aircraft and whole new services so while there will be a new challenges this is not our first our even the biggest new operation.

As to the need for a third service, we get daily calls from facilities requesting our service. Not because the other services are bad or that we are even that good just merely that they cannot get a service at all or not within a reasonable time. Do not get me wrong I am quite proud of the service we provide but I have a great deal of respect for the Newman family and i have been both inside and a competitor of AMR for quite some time so I have a good idea of what is coming.

Generally speaking we will respond to out of service areas to assist where needed because of the ordinances in place we are unable to assist in mobile. Some of these calls are heart breaking to our dispatchers and show a genuine need in Mobile for another service or at least a means to allow for overflow. Quite frankly we would rather be the overflow but as this is not possible we are capable and willing to come in and do our part to provide more service in Mobile.

We ironically will on occasions get requests from the other preexisting services to come do a trip in mobile for them to which we must politely decline.

The lack of availability is not a short term problem we have been getting these phone calls for more than 2 years. We have been told at times that they could not get a transfer for up to 3 days, but a full day is very normal. We get requested for acute transports from hospitals and even one of the other ambulance services at least weekly not during the pandemic but even right now.

That is of course on the if side, on the 911 side I obviously do not know the complete situation. From our perspective We have seen a draw down from the Mobile side and we see these same units on the Baldwin county side of the bay regularly it would seem that preexisting ambulances would have a hard time providing for their MFRD day when they are sitting outside of Thomas hospital in Fairhope but again that would be information I could not have.

To summarize we believe we can contribute positively to the situation in mobile, I myself and most of my management team have a long history of serving in Mobile. We have spoken to the hospitals they seem quite eager to have us and we believe that by allowing Medevac into Mobile that perhaps it will draw a few more resources back across the bay. Ours and other services.

Does MedEvac have similar experience providing this level of service (transfers and 911 requests) for municipalities in this region? In the examples they provide... How many responses? What was their reliability? Average response time? Need data analysis, not just a number.

Volume wise Medevac Alabama does an average of 400 runs per month and about 1100 loaded miles (Medevac Alabama's trips tend to be long) our dispatch currently sees about 1300 ground runs and 52 fixed wing flights per month in total. Of Medevac Alabama our run volume about 20% is currently 911, with another 32% being urgent upgrades in care the remainder is scheduled trips or trips to a lower level of care.

Availability I would like to discuss availability and if we are able to move forward how we start. I would ask that if we get to move forward that we are allowed a short time to operate in Mobile prior to the start of MF rotation. If you look back Lifeguard was given such a time. My belief is that it will allow for a smoother integration and less issues getting started. This will allow us time to teach the kids how MFRD wants things done (presuming it has not changed), how to navigate Mobile etc. We would certainly wish to do roll over calls during this time to start getting them the experience. Again this is a request we can certainly jump right into it if we must but i would presume that a soft start would have less issues for all involved. I would suggest something like 30 days.

How long has Medevac Alabama Inc. been in business?

Medevac Alabama has been in operation since 3-17-2020.

Can they provide references (preferably municipalities)?

MedEvac Alabama's current experience is limited to Jackson, Monroe and Baldwin Counties. No specific municipalities were mentioned.

In the past 12 months, have there been any complaints filed with the Office of EMS (Alabama State Board of Health) against Medevac Alabama Inc.?

None

How many employees do they currently have? Need breakdown of Paramedics, EMTs, and etc.
Approximately 45 total employees.

We currently employ 42 providers, 8 are paramedics, 1 EMS Driver the rest or EMT's and AEMT's. This is obviously rather fluid, and right now we see ourselves as aemt and emt heavy and paramedic light. We staff currently 4 trucks sometimes 5. Two units are contracted in Clarke County in Jackson one is always available for 911 as the primary 911 provider for Jackson. The other provides Overflow for 911, IFT for all of Clarke County, we also get calls from Monroe, Washington, from Clarke. Our other units are in Baldwin County; Daphne and Foley. These units do essentially all IFT work with a few local nursing home or direct caller runs. We don't really count the mobile truck yet as all it's doing is picking around the edges it is staffed 8 hours per day for doctors' offices and dialysis centers that are outside of mobile at night it taken home by the ops manager and her spouse to fulfill the obligation for 24/7 staffing as we don't yet have a reason to generally use it at night.

Who is their medical control physician?

Dr. Greg Myrick

When was their last state inspection? How did it go? Can they provide a copy of the report(s) for the ambulances listed on their application?

All ADPH Ambulance inspections are current and satisfactory according to the compliance officer at the ADPH Office of EMS.

As it relates to character, Sec 6-32(6), the applicant was accepting transfers from hospitals within the city in November of 2021, claiming they did not realize this practice violated the city ordinance if they transferred patients from hospitals within the city to locations outside city limits. I discussed this matter with Mr. Hughes personally over the phone, after which he agreed to cease all illegal transfers. On July 18, 2022 MedEvac personnel approached a local hospital requesting use of MedEvac ambulances for use in transfers of patients out of the hospital. MedEvac subsequently began accepting illegal transfers once again.

Mr. Hughes explicitly denies accepting any facility transfers from within the City Limits of Mobile. I have email correspondence from Case Management Team Leader Monica Dukes with Ascention Providence Hospital that would lead me to believe otherwise.

37-682 **2022**

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Medevac Alabama, Inc., for a Certificate of Public Convenience and Necessity to operate an ambulance service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted: AUG 09 2022

TABLED

City Clerk

TABLEAU

41-637 **2022**

RESOLUTION

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

Adopted: JUL 26 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A AMBULANCE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Medevac Alabama, Inc. to operate an ambulance 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 August 9, 2022, 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

COMPLAINT

Warrant Number: 212020339301 Case Number: --MC2012002754

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. KENNETH CORY HUGHES

Before me, Judge/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/she has probable cause for believing and does believe that KENNETH CORY HUGHES , whose name is otherwise unknown to complainant, did, on or about February 23, 2012 , within 12 months of the commencement of this action, commit the offense of HARASSMENT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

WITH INTENT TO HARASS, ANNOY OR ALARM Christopher Wallace. SUBJECT HER/HIM TO PHYSICAL CONTACT, AND/OR DIRECT ABUSIVE AND/OR OBSCENE LANGUAGE OR GESTURES AND/OR THREATENS HIM/HER VERBALLY OR NONVERBALLY, MADE WITH INTENT TO CARRY OUT THE THREAT, THAT WOULD CAUSE A REASONABLE PERSON, WHO IS THE TARGET OF THE THREAT TO FEAR FOR HIS/HER SAFETY.

ON FEBRUARY 23,2012, WHILE THE COMPLAINANT CHRISTOPHER WALLACE WAS PICKING HIS CHILD UP FROM HIS EX-WIFE RESIDENT,THE DEFENDANT WHO IS THE STEP-FATHER OF THE CHILD CAME OUT THE HOME IN AN AGGRESSIVE MANNER YELLING AT THE COMPLAINANT TO GET OFF HIS PROPERTY, AS THE COMPLAINANT WAS LEAVING THE PROPERTY THE DEFENDANT WALKED UP TO HIM USING ABUSIVE LANGUAGE WHILE THE COMPLAINANT WAS HOLDING THE CHILD,CAUSING HIM TO FEAR FOR HIS SAFETY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-8A , 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 24th DAY OF February, 2012

Magistrate

Complainant
CHRISTOPHER ALLEN WALLACE
39399 COUNTY ROAD 39
BAY MINETTE, AL 36507-

WITNESSES.

DANIEL LOUIS MCCARTHY
Field Operations
MOBILE, AL

KIMBERLY WALLACE
1330 WILKINS RD
MOBILE, AL 36618-

ORIGINAL

1 ORI #: AL0102910 | 2 Date of Report: 02/23/12 | 3 Time of Report: 1916 (AM / PM / MIL) | 4 Type Report: Incident / Offense / Supplement | 5 Supplement Date | 6 Agency Case Number: M21210213393 | 7 Suffix

8 Agency Name: MOBILE POLICE DEPARTMENT

2/24/12

9 Sector: 48

EVENT

10 Type of Incident or Offense: ☐ Felony ☐ Misdemeanor ☐ Attempted ☒ Completed — HARASSMENT | 11 Degree (Circle): 1 2 3 | 12 UCR Code: 0343 | 13 State Code/Local Ordinance

14 Type of Incident or Offense: ☐ Felony ☐ Misdemeanor ☐ Attempted ☐ Completed | 15 Degree (Circle): 1 2 3 | 16 UCR Code | 17 State Code/Local Ordinance

18 Place of Occurrence: 1000 BLOCK OF WILKINS RD MOBILE, AL 36618 — ☐ Check here if event occurred at victim's residence

If offense occurred at victim's residence, then only the approximate location should be listed in this section (For example, a block number should be entered.) If the offense occurred elsewhere, then the specific address should be listed here.

Victim Demographics (Where victim is an individual)

19 Sex	20 Race	21 Ethnicity	22	23 Age
☒ M ☐ F	☒ W ☐ A ☐ B ☐ I	☐ Hispanic ☐ Other	☐ Multiple ☐ Victims ☐ LE Officer	30

24 Offender Suspected of Using: ☐ Alcohol ☐ Drugs ☐ Computer Equipment ☒ N/A

25 Gang: ☐ Juvenile Gang ☐ Adult Gang ☒ None/Unknown

26 Hate Bias: ☐ Yes ☒ No

27 Bias Code

29 Point of Entry: ☐ Door ☐ Roof ☐ Window ☐ Other

30 Method of Entry: ☐ Forcible ☐ Attempted Forcible ☐ No Force

31 Local Use

32 Lighting: 1 Natural, 2 Moon, 3 Artificial Exterior, 4 Artificial Interior, 5 Unknown

33 Weather: 1 Clear, 2 Cloudy, 3 Rain, 4 Fog, 5 Snow, 6 Hail, 7 Unknown

35 Occurred from MM/DD/YY: 02/23/12 | 36 Time of Event: 1704 (AM / PM / MIL) | 37 Day of Week: S M T W T F S — 1 2 3 4 5 6 7

38 Occurred to MM/DD/YY | 39 Time of Event (AM / PM / MIL) | 40 Day of Week: S M T W T F S — 1 2 3 4 5 6 7

41 If Premises Entered (Burglary)

34 Location Type (Cargo):
01 Terminal, 02 Bank, 03 Bar, 04 Church, 05 Commercial, 06 Construction, 07 Conv Store, 08 Dept Store, 09 Drug Store, 10 Field/Woods, 11 Govt/Public Building, 12 Supermarket, 13 Highway/Street, 14 Hotel/Motel, 15 Jail/Prison, 16 Lake/Waterway, 17 Liquor Store, 18 Parking Lot/Garage, 19 Storage Facility, 20 Residence/Home, 21 Restaurant, 22 School/College, 23 Service/Gas Station, 24 Specialty Store, 25 Other/Unknown

42 Type Criminal Activity: B Buying/Receiving, C Cultivating/Manu, D Distributing/Selling, E Exploiting Children, O Operating/Promoting, P Possessing/Concealing, T Transporting/Importing, U Using/Consuming

43 Victim Type: I Individual, B Business, F Financial (Bank), G Government, R Religious Org, S Society

PROPERTY

44 Loss Code	45 Property Code	46 Qty	47 Property Description (Include Make, Model, Size Type, Serial #, Color, Drug Type, Drug Qty, Etc.)	48 Dollar Value Stolen	48 Dollar Value Damaged	49 Recovered Date	49 Recovered Value
			ENTD MC				
			24 FEB 2012				

☐ Continued on Supplement

Loss Code (Enter letter in loss code column): S Stolen, R Recovered, D Damaged/Destroyed, C Confiscated/Seized, B Burned, F Forged/Counterfeited, N None

Property Code (Enter # in property type column):
01 Aircraft, 02 Alcohol, 03 Autos, 04 Bicycles, 05 Buses, 06 Clothes, 07 Computer, 08 Consumables, 09 Credit Card, 10 Drugs, 11 Drug Equip, 12 Farm Equip, 13 Firearms, 14 Gambling Equipment, 15 Heavy Construction, 16 Household Goods, 17 Jewelry, 18 Livestock, 19 Merchandise, 20 Money, 21 Negotiable Instrument, 22 Non-negotiable Instru, 23 Office Equipment, 24 Other Motor Vehicle, 25 Purse/Wallet, 26 Radios/TV/VCR, 27 Recordings, 28 RV's, 29 Structure - Single Occupancy Dwelling, 30 Structure - Other Dwelling, 31 Structure - Other Commercial, 32 Structure - Industrial/ Manufacturing, 33 Structure - Public/Community, 34 Structure - Storage, 35 Structure - Other, 36 Tools - Power/Hand, 37 Trucks, 38 Vehicle Parts/Accessories, 39 Watercraft, 77 Other

VEHICLES

50 Stolen Vehicle Only | Area Stolen: ☐ Residence ☐ Business ☐ Rural | 51 Ownership verified by: ☐ Tag Receipt ☐ Title ☐ Bill of Sale ☐ Other | 52 Veh. Categories: ☐ Recovered ☐ Victim's Vehicle ☐ Abandoned ☐ Stolen ☐ Suspect's Vehicle ☐ Unauthorized Use

53 Vehicle Year | 54 Vehicle Make | 55 Vehicle Model | 56 Number Veh Stolen | 57 Vehicle Description

58 Vehicle Style | 59 Vehicle Color: Top / Bottom | 60 License | 61 LST | 62 LIY | 63 Tag Color

64 Vehicle VIN Number | 65 Warrant Signed ☐ Yes ☐ No | Warrant Number

Motor Vehicle Recovery Only Required For 24XX UCR Code | 66 Stolen in your jurisdiction? ☐ Yes ☐ No Where? | 67 Recovered in your jurisdiction? ☐ Yes ☐ No Where?

ADMINISTRATION

68 Case # | 69 SFX | 70 Case # | 71 SFX | 72 Case # | 73 SFX

74 Case Status: 1 Pending, 2 Inactive, 3 Closed

75 Multiple Cases Closed Listed Above ☐ Multiple Cases Closed Listed On Supplement ☐

76 Entered NCIC/ACJIC ☐ Yes ☐ No

77 Case Disposition: 1 Cleared by Arrest (Juvenile), 2 Cleared by Arrest (Adult), 3 Unfounded, 4 Exceptional Clearance, 5 Administratively Cleared

78 Exceptional Clearance (Circle One): A Suspect/Offender Dead, B Prosecution Declined/Other Prosecution, C Extradition Denied, D Victim Refused to Cooperate, E Juvenile (No Custody), F Death of Victim

Date (MM/DD/YY)

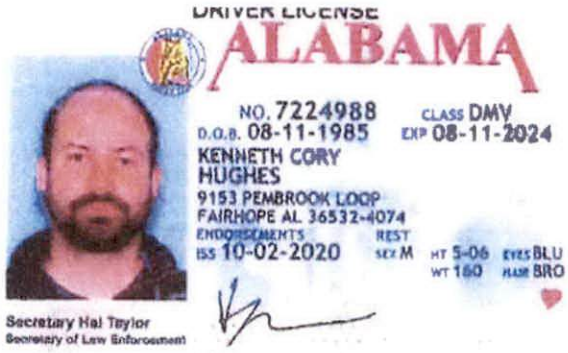
NIC/AIN #:

79 Reporting Officer: D. McCARTHY (145) 14918 — Officer ID Number

80 Arresting Officer — Officer ID Number

81 Supervisor Approving: SAS 2862 — Officer ID Number

82 Watch Commander — Officer ID Number


DRIVER LICENSE
ALABAMA
NO. 7224988 CLASS DMV
D.O.B. 08-11-1985 EXP 08-11-2024
KENNETH CORY
HUGHES
9153 PEMBROOK LOOP
FAIRHOPE AL 36532-4074
ENDORSEMENTS REST
ISS 10-02-2020 SEX M HT 5-06 EYES BLU
WT 160 HAIR BRO
Secretary Hal Taylor
Secretary of Law Enforcement

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.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Kenneth C Hughes
Its Director / owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 **DAY OF** April, **20** 21

ERICA ANDERSON
MY COMMISSION EXPIRES
NOTARY PUBLIC
10-28-2025
ALABAMA STATE AT LARGE

Notary Public

(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: Kenneth C Hughes

Date of Birth: 08-11-1985 Security #: 416-35-2266

Present Address 9153 Pembrook Loop Fairhope AL 36532

Home Phone Number: 251-259-8137 Work Phone Number: 907-538-1620

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Medevac Alabama Inc

Present Position/Title: Director

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.
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.

Signature

4/12/22
Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kenneth Cory Hughes

Nickname(s) or Maiden Name: _____

Current Address: 9153 Pembrook Loop Fairhope AL 36532

Previous Address: 163 Windsor Drive Daphne Al 36533

Personal Description:

Height: 5'6

Weight: 160

Hair Color: Brown

Eye Color: Blue

Social Security Number: 416-35-2266

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.

Signature

4/12/22

Date signed

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee SSN : 416-35-2266

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
212020339301	2120203393	4/4/2012	HUGHES, KENNETH CORY	8/11/1985	UNKNOWN LOCATION UNKNOWN,	SELLERS, N T	CONV	UNIVERSITY & COTTAGE HILL MOBILE,	HARASSMENT

1 Records Selected

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: [signature]

DATE: 4/07/2022

Personal Data Report

General Descriptors

Name:	HUGHES, KENNETH CORY		
Address:	9153 PEMBROOK LOOP FAIRHOPE ALABAMA 36532	**Nick Name:**	
Phone:	251-259-8137		
Race:	W - WHITE	**DOB:**	8/11/1985
Sex:	M	**Age:**	36
Weight:	160	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	GOATEE & MUSTACHE
Hair:	BROWN	**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 #:** 7224988	**DL Type:** D	**SSN:** 416-35-2266
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: 4/07/2022

Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To MEDEVAC INTERNATIONAL MOBILE

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address: **3761 GOVERNMENT BLVD SUITE D-2**
MOBILE, AL 36693

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day. **June 22 2022.**

License Number 1209

State EMS Director

Certificate No. **9228**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

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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.

Signature Date Signed

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Signature

4/1/22

Date signed

MEDEALA-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2022

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

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

PRODUCER AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	CONTACT NAME: Christina Chandler PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: christina.chandler@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: TDC Specialty Insurance Company	34487
INSURED Medevac Alabama, Inc. dba Medevac International PO Box 1268 Mobile, AL 36633	INSURER B: National Indemnity Company of the South	42137
	INSURER C: The Sheffield Fund	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		MFP013962101	5/19/2021	5/19/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X Professional Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO							
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			72APS100179	5/19/2021	5/19/2022	BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]	N / A		600-2022-40431-00	1/1/2022	12/31/2022	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is an Additional Insured with respects to the General Liability as required by written contract.
Coverage for Workers Compensation coverage is limited to the provisions of the Alabama Workers Compensation Law. Work Comp Reinsurance is through Evanston Insurance Company Policy # 3FA5358; Policy term 01/01/2022 to 12/31/2022; See EL Limits Above

CERTIFICATE HOLDER

City of Jackson
350 Commerce Street
Jackson, AL 36545

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

Anna Turner

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59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

(1) General liability insurance—Public liability coverage with each of the following limits:

a. Bodily injury liability:

1. One million dollars ($1,000,000.00) each person; and

2. One million dollars ($1,000,000.00) each occurrence; and

b. Property damage liability—One million dollars ($1,000,000.00) each occurrence; or

c. In lieu of subparts (1)a. and b., hereinabove, bodily injury and property damage combined with limits of one million dollars ($1,000,000.00) per occurrence.

(2) Comprehensive automobile liability insurance including owned, non-owned, and hired vehicles with each of the following limits:

a. Bodily injury liability:

1. Two hundred fifty thousand dollars ($250,000.00) each person and

2. Five hundred thousand dollars ($500,000.00) each occurrence; and

b. Property damage liability one hundred thousand dollars ($100,000.00) each occurrence; or

c. In lieu of subparts (2)a. and b., hereinabove, bodily injury and property damage combined with limits of $500,000 per occurrence.

(b) No permit required by this chapter or business license shall be granted to any person to operate any vehicle for hire upon the streets or elsewhere in the city or its police jurisdiction until such person shall have first filed with the city revenue department a certificate of the insurance requirements stated in subpart (a), hereinabove, issued to such person by a public liability insurance company authorized to do business in the state.

(c) The insurance coverage required by this section shall at all times be maintained for the full amount. The certificate of each policy or policies of insurance required by this section to be filed with the city revenue department shall contain a clause obligating the company issuing the same to give not less than thirty (30) days' written notice to the city revenue department before cancellation thereof. Notice of cancellation shall not relieve the company issuing such policy or policies of liability insurance for any injury or claim arising before the cancellation becomes effective. The cancellation of any such policy shall have the effect of suspending the permit of such person to operate vehicles for hire or business covered thereby until a new policy or policies complying with the provisions of this section is filed with the city revenue department.

(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

59-4. Vehicle insurance.(a) Every vehicle classified as a vehicle for hire under this chapter and operated within the city limits or police jurisdiction thereof shall be required to carry and maintain in effect the following minimum personal injury and property damage liability insurance:

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(d) Every insurance policy required hereunder shall contain a provision for a continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon, that the liability of the insurer shall not be affected by the insolvency or the bankruptcy of the insured, and that until the policy is canceled the insurance company will not be relieved from liability on account of nonpayment of premium, or any act or omission by the named insured. Such policy of insurance shall further provide for the payment of any and all judgments, up to the limits of such policy, recovered against any person other than the owner, his agent or employee of any such business, who may operate the same with the consent or acquiescence of the owner.

(Ord. No. 59-073-2005, § 1, 11-15-05)

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;

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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.

Applicant's Signature

NAME OF ENTITY:

Medevac Alabama inc

By: Director/owner Kenneth C Hughes
Its Director/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** July, **20** 22

Notary Public

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Kenneth C Hughes	Director	9153 Pembrook Loop Fairhope AL 36542	10,000 Shares (Full)

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: 3761 Government Blvd Suite D-2 Mobile 36693

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description: See Below for list

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:
White Ambulances with red stripes

Inventory Number VIN Make Model Year Vehicle Type Sub Type Special Equipment
MA04 1GBJC34638E204340 Cheverolet 3500 2008 Ambulance Type 1 Gen Set
MA07 3D5WG46D08G212681 Dodge Ram 3500 2008 Ambulance Type 1 Gen Set
MA14 3C7WRSBL9eg252094 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA15 3C7WRSBLOEG252095 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA16 3C7WRSBLOFG504414 Dodge 3500 2014 Ambulance Type 1 Gen Set
MA19 3C7WRSBL2GG243028 Dodge 3500 2016 Ambulance Type 1 Gen Set

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Kenneth C Hughes individually or on behalf of Medevac Alabama inc, 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:

Medevac Alabama inc

Business Address: PO BOX 1268 Mobile AL 36633

Telephone: 251-348-7684 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ 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 X State of Incorporation Alabama
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: 61 Saint Joseph Street Suite 1401 Mobile AL 36602
(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

Gauthier, Lana

From: Chris Arledge <Chris.Arledge@atchisonlaw.com>
Sent: Thursday, August 25, 2022 2:27 PM
To: Kessler, Florence
Cc: Gauthier, Lana
Subject: medevac

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: External Email

Flo you had mentioned something about Medevac. If the fire chief's investigative report is finished that just needs to be submitted to the council/clerk and then the clerk can do a call for public hearing to put on the agenda (6-34). That needs to be published once at least 10 days prior to the hearing.

Christopher A. Arledge
The Atchison Firm, P.C.
411 Azalea Road
Mobile, AL 36609
Tel. (251) 665-7200
Fax (251) 665-7250

NOTICE TO RECIPIENT / READER:
The material in this message is intended solely for the individual(s) named above. The contents and any attachments are considered to be privileged and confidential communication that is exempt from disclosure unless otherwise noted. No waiver of any privilege is to be implied or applied if this material was sent to an incorrect destination. Dissemination and reading anything more than this notice is strictly prohibited unless you are the individual(s) to whom it is addressed. If you are not the individual(s) to whom this is addressed, you are to read only this notice and call the sender immediately at 251-665-7200 or reply by e-mail and delete the entire message. No one who is not presently a client of The Atchison Firm, P.C., may rely on any legal advice in this message or in any attachment.

To comply with recently enacted Treasury Regulations, we must inform you that any tax advice contained in this correspondence is not intended or written by the writer to be used, and cannot be used by you or anyone else, for the purpose of avoiding penalties imposed by federal tax law.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Approve POs for Fuel for the Wave Transit.

General Fund.

Amount of Contract:
Total of all is $86,989.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 Agenda Package Wave Fuel POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:56 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 amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7281	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION
7282	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION
7283	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION
7284	2023	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$21,747.25	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00007281-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7525.00	2.89000	21747.25
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007281-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/21/23	JAMES NEESE JR	GL Allocation changed
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007281-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007282-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.89000	21747.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007282-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/21/23	JAMES NEESE JR	GL Allocation changed
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007282-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007283-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.89000	21747.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007283-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/21/23	JAMES NEESE JR	GL Allocation changed
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007283-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007284-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #180000000002-999-1-84.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.89000	21747.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			21747.25
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00007284-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. 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	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 21747.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	21747.25	8385758.93
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	03/21/23	JAMES NEESE JR	GL Allocation changed
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/21/23	JOHN PAINE	Approved by: 9105neej
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00007284-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/23	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
MA-Gasoline and Diesel Fuel Amendment #1

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
200000000389-999-1

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
9/14/2021

End Date
3/30/2023

Documents

- T104 Purpose T&C's.xml
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_200000000389_1_MA_FORM_ADV_PDF.PDF
- T104-Taxes and Fees line 6 description.xml
- T104 Gasoline and Diesel Fuel T and C.xml

Items

Item Name	Product Code		UOM
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.05	Gallon
LAMAR, DIESEL 7500> GALLONS, DELIVERY	200000000389-999-1-1	0.00	Gallon
FUEL PRICING GASOLINE AND DIESEL FUEL	200000000389-999-1-2	0.00	USD
TAXES/FEES-FEDERAL/STATE/LOCAL	200000000389-999-1-3	0.00	USD

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	**ISSUER:**	**BUYER:**
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

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

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

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 Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for bunker gear for MFRD.

General fund.

Amount of Contract:
$34,944.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Sunbelt Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 3:00 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
7393	2023	(1510) FIRE ADMINISTRATION	BUNKER GEAR FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$34,944.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007393-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1100.70.00.0000.0000.0000.0000.0000.49301.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND THE HGAC CONTRACT EE08-19			
001	FIRE COAT SHORT LENGTH, MFD/NFPA SPECS, CROSSTECH MOISTURE BARRIER, TRI COLOR FDNY REFLECTIVE TRIM. RADIO POCKET LEFT CHEST, MFRD ON BACK, HUNG LETTER PATCH, COLORS AS STATED. VENDOR TO PROVIDE GLOBE G-XCEL.	4.00 EACH	1970.00000	7880.00
	Additional Description Notes			
	HGAC FEE INCLUDED, COTRACT: EE08-19			
	Vendor Item			
	Inventory Item/Loc 4267			
1	1100.70.00.0000.0000.0000.0000.0000.49301.			7880.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			

Bill To	Requisition 00007393-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1100.70.00.0000.0000.0000.0000.0000.49301.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE TURNOUT/BUNKER PANT, HIGH WAIST, MFD/NFPA SPECS, TRI COLOR REFLECTIVE FDNY TRIM. TO BE FURNISHED WITH PADDED RIPCORD ADJUSTMENT "H" STYLE SUSPENDERS. VENDOR TO PROVIDE GLOBE G-GPS. Additional Description Notes --- HGAC FEE INCLUDED, COTRACT: EE08-19 Vendor Item Inventory Item/Loc 4268	17.00 EACH	1592.00000	27064.00
1	1100.70.00.0000.0000.0000.0000.0000.49301.			27064.00

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

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

Requisition Link

Bill To	Requisition 00007393-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1100.70.00.0000.0000.0000.0000.0000.49301. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			34944.00

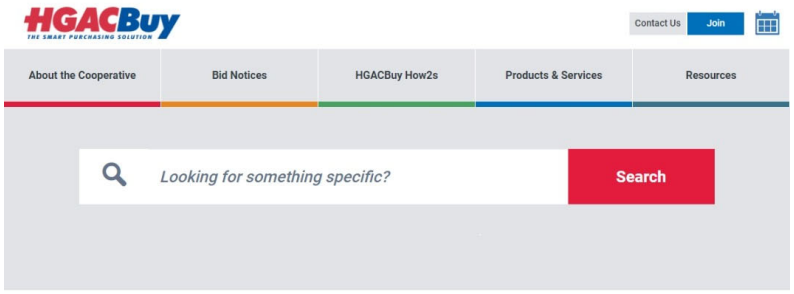
***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1100.70.00.0000.0000.0000.0000.0000.49301.	34944.00	100703.57
DESIGNATED & DONATED FUNDS EXP REVENUE-FIRE DEPARTMENT		

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

Activity	Date	Clerk	Comment
Approved	03/22/23	LONA WHITLOCK	
Rejected	03/21/23	JOHN PAINE	per your request
Approved	03/22/23	DONALD ROSE	Auto approved by: 910518227
Approved	03/22/23	SANDRA LEWIS	
Approved	03/22/23	KAREN NAMAN	Auto approved by: 910518227
Approved	03/22/23	JOHN PAINE	Auto approved by: 910518227
Approved	03/22/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature



Product Information

Product Description
Globe G-Xcel 2019

Manufacturer
Globe

Product Code
EE19LFG

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
25

Price Unit
EA

Keyword(s)
Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

Air One Equipment, Inc.
Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries
Randy Porter
randy@safeindustries.com
Phone: 864-920-0120
Fax: 864-845-7176

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Andy Branscum
andy.branscum@macqueengroup.com
Phone: 636-239-3867
Fax: 636-239-7830

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Kevin Kreuger
kevin.kreuger@macqueengroup.com
Phone: 651-464-1010
Fax: 651-404-1011

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Dale Trettel
dale.trettel@macqueengroup.com
Phone: 612-710-4068
Fax: 651-645-6668

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484
Fax: 251-928-9933

Sunbelt Fire, Inc.
Curtis Gho
cgho@sunbeltfire.com
Phone: 251-929-9558
Fax: 251-928-9933

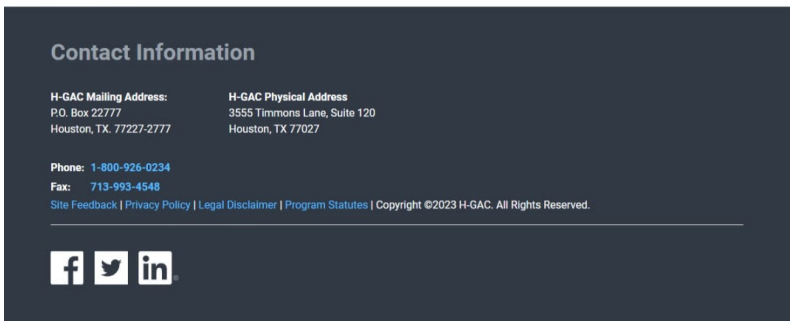
Witmer Public Safety Group
Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services

View This Contract



Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

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:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Empire Truck Sales LLC for 4 cu yd concrete truck for Public Services Maintenance.

General fund.

Amount of Contract:

$150,500.00

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Empire Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1818	2023	(F7000) MOTOR POOL	4 CU YD CONCRETE TRUCK FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 5782)	$150,500.00	(055656) EMPIRE TRUCK SALES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001818-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MUNICIPAL GARAGE
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	CARTERD@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/22	055656	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	CONCRETE TRUCK: VENDOR TO PROVIDE FREIGHTLINE M2 CHASSIS WITH TEREX 4.0 CU YD MINI MIXER AS OER MY BID #5782 AND YOUR QUOTE Additional Description Notes --- CONCRETE TRUCK REQUESTED BY 2086 PUBLIC SERVICES MAINTENANCE.	1.00 EACH	150500.00000	150500.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02070 .VEHICLEEXP. .			150500.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 150500.00

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

Account	Amount	Remaining Budget
E MP02070 .VEHICLEEXP. .	150500.00	227244.17

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

Account	Amount	Remaining Budget

Bill To	Requisition 00001818-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
EMPIRE TRUCK SALES LLC	MUNICIPAL GARAGE
2495 W I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36612	CARTERD@CITYOFMOBILE.ORG
Tel#251-330-0088	Delivery Reference
Fax 800-550-0088	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/03/22	055656	11/03/22			MOTOR POOL

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	150500.00	100703.57
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	12/06/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/06/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/06/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/06/22	MARC VASSALLO	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Unknown	03/22/23	JOHN PAINE	
Approved	03/22/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/22/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/22/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/22/23	JOHN PAINE	
Approved	03/22/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5782
4.0 CU YARD CONCRETE TRUCK

EMPIRE TRUCK	WARD INTERNATIONAL
$150,500.00	$166,241.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 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:
03/01/2023	5782	MOTOR POOL	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, March 17, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
QTY 1	**4.0 CUBIC YARD CEMENT MIXER TRUCK** 4.0 cubic yard Cement Mixer Truck including cab & chassis and Cement Body as per the attached MINIMUM specifications. Chassis Make & Model _____ Mixer Body Make & Model _____ Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

1 – 2 door, 2 wheel drive cab & chassis with the following minimum specifications:

1. Wheel Base – shall be appropriate for chassis and mixer body.

2. Engine & Equipment – Cummins brand NO substitute; power take off; two (2) 12 volt batteries; 12 volt starter; horizontal muffler & vertical pipe RH; spin-on type coolant filter; 15 cubic foot air compressor or greater.

3. Transmission – Allison Automatic.

4. Frame & Equipment – 110,000 or greater single channel frame; full-width front bumper; bumper extension, front spacer; front and rear tow hooks

5. Front Axle – sufficient for weight.

6. Rear Axle & Equipment – to handle weight of unit; parking brake; anchor lock; slack adjusters; driven-controlled locking differential; synthetic axle lube.

7. Tires & Wheel – front tires – street tires; rear tires – all-terrain grip.

8. Cab & Equipment – standard cab, 2 door cab; tilting hood; air ride cloth trim driver's seat; two-man passenger seat; lap & shoulder seat belts; air conditioning integral with heater; dual air horn; dual western stainless steel heated mirrors; steering wheel; tinted glass all around; single electric horn.

9. Instruments – air cleaner restriction indicator gauge; direct read air pressure gauge; direct read oil pressure gauge; electric coolant temperature gauge; electric fuel gauge; voltmeter; engine hour meter oil pressure activated; parking brake control dash mounted; electric speedometer – MPH/KmH; electric tachometer; low air pressure warning light & buzzer; warning buzzer for differential lock; multi electric winshield wipers.

MIXER

10. Mixer – 4.0 cubic yard; rated cu. ft. drum volume.

11. Drum – 3/16" "AR" fins with dual wear rods; slid welded inside seams; outside seams; drum track surface machined; 42" discharge opening; bolt in auxiliary "surge fins" and bolt-on inspection hatch.

12. Drum Transmission – hydrostatic drive.

13. Hydrostatic Drive Dump – variable displacement, pump; relief in pump; equipped with 10-micron filter; dynamically balanced drive shaft for pump; pump to be PTO mounted to transmission. Mounting in/to front of engine not acceptable; heavy duty front mounted oil cooler with bypass.

14. Water System – approximately 100 gallon steel side-mounted water tank; 3-position fill, dump and hold valve; high pressure relief valve; off-set sight gauge; 6" stainless steel spring-loaded flapper filler valve; 1" rear water injection line plus a 25 foot wash down hose with pistol grip spray nozzle.

15. Drum Rollers – roller; bearings; double-sealed; center shaft lubrication; roller adjustments provided; 26" throat; Hopper hinges at top for air operated swing-away feature.

16. Rear ladder – non-skid ladder rungs and platform base; fold down boarding extension; guard rail on top platform.

17. Drum Controls – in-cab drum rotation control, chute raise and lower; rear platform controls; cable control for drum rotation; truck throttle; chute raise and lower; rear injection and wash down valve; optional chute lock and hopper control.

18. Chutes – paving type main with transitional fold over. Chute length to be 8 foot, in 2 pieces, fold-over style; 2-48" extensions for 16 foot total length; positive 7-position pin.

19. Chute Hoist – electric over hydraulic chute hoist; push button control; 2 ½" or equal diameter chute lift cylinder.

20. Revolution Counter – electric revolution counter mounted on truck dash with resettable read out, features Proximity Sensor Control.

21. Fenders – steel double flange with heavy duty end plates, recessed light sockets; reflectors and mud flaps on rear center fender support.

22. Mixer Lights – sealed LED light system; all wires color coded; extra stop turn & tail installed in fenders.

23. Painting – mixer and components steel shot blasted prior to priming with high solids epoxy primer; finish coat AKZO Coating's Sikkens or equal; high solids acrylic urethane; solid white in color.

24. Safety – truck mounted mixers furnished with back up alarm; decal for chutes, ladder, load and water.

25. All lighting shall comply with current ICC/DOT requirements.

26. All lighting shall be LED.

27. Truck shall have a four (4) corner LED strobe system to be separate heads. LED corner lights NOT to be mounted in headlights fixtures or turn signals.

28. Parts manuals for mixer.

29. Manuals for chassis.

30. 3 sets of keys.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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 annual renewal of Netmotion network mobility software for MIT (AL State contract),

Amount of Contract:

$15,900.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 CDW Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:58 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6753	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NETMOTION NETWORK MOBILITY SOFTWARE FOR MIT (ALABAMA STATE CONTRACT)	$15,900.00	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006753-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/23	272932	03/07/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT MA 999 17000000186 AND YOUR QUOTE #NGCD927.			
001	ITEM: NetMotion Complete Conversion License renewal 1 month 1 device Supplier Part No: 6188162 Manufacturer Part No: NMCOMPCONRNW Manufacturer Name: NetMotion Supplier Quote No: 31768:NGCD927 NIGP: UNSPSC: 43000000	50.00 EACH	71.00000	3550.00
1	1000.10.23.5000.5000.5000.0000.0000.42150.			3550.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	ITEM: NetMotion Complete Conversion License renewal 1	100.00 EACH	123.50000	12350.00

Bill To	Requisition 00006753-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/23	272932	03/07/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	month 1 device Supplier Part No: 6188162 Manufacturer Part No: NMCOMPCONRNW Manufacturer Name: NetMotion Supplier Quote No: 31768:NGCD927 NIGP: UNSPSC: 43000000			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			12350.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 15900.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150. INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS	15900.00	929329.42

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

Bill To	Requisition 00006753-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/07/23	272932	03/07/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	03/07/23	GREG HOLLIDAY	Auto approved by: 91057606		
	Approved	03/07/23	MARK PEARSON	Auto approved by: 91057606		
	Approved	03/07/23	SCOTT KEARNEY			
	Approved	03/07/23	UDARA JAYASENA	Auto approved by: 91057606		
	Approved	03/22/23	DONALD ROSE	Approved by: 9105fola		
	Approved	03/22/23	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	03/22/23	KAREN NAMAN	Auto approved by: 910516727		
	Approved	03/22/23	JOHN PAINE	Auto approved by: 910516727		
	Approved	03/22/23	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Software, Valued Added Reseller for COT Software

Type
Master Agreement

Supplier
CDW GOVERNMENT INC

Contract Code
17000000186-999

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

0 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
7/27/2017

End Date
1/7/2023

Documents

- Final_MA_999_17000000186_9_MA_FORM_ADV_PDF.PDF
- CDW SW V AR.pdf
- CDW NASPO VAR renewal.pdf
- CDW.pdf
- Final_MA_999_17000000186_6_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
CDW Software Contract No. ADSP016-130652	17000000186-999-1-1	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Insight Public Sector, Inc., for 65 HP Elitebook laptop computers for MPD.
General fund.

Amount of Contract:

$32,628.70

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 Insight Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7365	2023	(1545) POLICE CYBER DIVISION	65 HP ELITEBOOK LAPTOP COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$32,628.70	(296399) INSIGHT PUBLIC SECTOR

Adopted:

_____
City Clerk

Bill To	Requisition 00007365-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER OMNIA CONTRACT #4400006644 AND YOUR QUOTE #0226085216.			
001	REFURBUSHED COMPUTERS JOY1-5013-REF HP ELITEBOOK 800 G3-MT, CORE i7 7700-3.6GHz 16GB RAM, 1000GB SSD, DVDRW, WIN 10 PRO 64BIT, GRADE A REFURBISHED 1 YEAR WARRANTY OMNIA PARTNERS IT PRODUCTS & SERVICES(#4400006644)	65.00 EACH	501.98000	32628.70
	1 1000.30.15.1530.1545.1530.0000.0000.44020.			32628.70
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 32628.70

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

Account	Amount	Remaining Budget

Bill To	Requisition 00007365-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/21/23	296399				POLICE CYBER DIVISION

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.	32628.70	8385758.93
POLICE CYBER DIVISION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	03/21/23	DONALD ROSE	Auto approved by: 9105fola
Approved	03/21/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/21/23	KAREN NAMAN	Auto approved by: 9105fola
Approved	03/21/23	JOHN PAINE	Auto approved by: 9105fola
Approved	03/21/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	03/21/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

Insight Public Sector, Inc.

Technology Products, Equipment, Services, and Solutions

Overview
Contract Documentation
Our Services
Community Broadband
FAQs
Partners
Cybersecurity
Education
State & Local
Public Safety

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.

REQUEST CONTRACT INFORMATION

Hidalgo County Public WiFi Case Study

Technology Products, Services, Solutions and Related Products and Services

Fairfax County, VA

Contract Number: 4400006644

3 year initial term, May 1, 2016 – April 30, 2019

Option to renew for (4) additional (1) year periods or any combination thereof

The contract is extended for six (6) months, effective May 1, 2023 through October 31, 2023

Executive Summary

- Notice of Award w/Pricing
- Uniform Guidance

Contract Documents

- Contract 4400006644 Insight
- Contract Amendments
- Contract Amendment - Contract Renewal
- Amendment 6 - Federal Grant Terms
- Amendment 7 - Extension
- Manufacturers, Publishers & Suppliers
- NJ DOC #6– Disclosure of Investment Activities

RFP Documents

- RFP 2000001701
- RFP 2000001401 Addendum 1
- RFP 2000001401 Addendum 2
- RFP 2000001401 Addendum 3
- RFP 2000001701 Posting Document

Response Evaluation

- AZ Compliance

Contact Information

Email: OMNIA@insight.com
Phone: 800-546-0578
Fax: 800-846-2528

SUPPLIER WEBSITE

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:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Starke Motorcars LLC for 40 2023 Chevrolet Tahoe police package SUVs for MPD.
General fund.

Amount of Contract:

$2,359,400.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230323 Starke Agenda Package POs	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:59 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6064	2023	(F7000) MOTOR POOL	40 2023 CHEVROLET TAHOE POLICE PACKAGE SUVS FOR MPD (SEALED BID 5775)	$2,359,400.00	(298394) STARKE MOTORCARS, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006064-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STARKE MOTORCARS LLC	MOTOR POOL
1018 N TEMPLE AVE	745 BROAD STREET
	MOBILE, AL 36604
STARKE, FL 32091	CARTERD@CITYOFMOBILE.ORG
UNITED STATES	
Tel#9043816551	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/23	298394	02/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: VENDOR TO PROVIDE 2023 CHEVROLET TAHOE 4 DOOR POLICE PACKAGE SUV, 2WD, MODEL CC10706 UPFITTED READY FOR USE. AS PER MY BID #5775 AND YOUR QUOTE	40.00 EACH	58985.00000	2359400.00

Additional Description Notes

2023 CHEVROLET TAHOE 4 DOOR PP SUV. SEE ATTACHED SPECFICATIONS. REQUESTED BY POLICE DEPT.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 2359400.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 2359400.00

Bill To	Requisition 00006064-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
STARKE MOTORCARS LLC	MOTOR POOL
1018 N TEMPLE AVE	745 BROAD STREET
	MOBILE, AL 36604
STARKE, FL 32091	CARTERD@CITYOFMOBILE.ORG
UNITED STATES	
Tel#9043816551	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/23	298394	02/15/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	2359400.00	334133.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2359400.00	8385758.93

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	02/15/23	CHARLES SUMRALL	
Approved	02/16/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/16/23	JAMES DELAPP	
Approved	02/16/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	02/27/23	DONALD ROSE	Approved by: 9105fola
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/23	KAREN NAMAN	Auto approved by: 910516727
Approved	02/27/23	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

ADDENDUM

February 28, 2023

RE: City of Mobile Bid #5775 for Police Package Sports Utility Vehicles Upfitted and Ready for Use

Please consider the following to be ADDENDUM to City of Mobile Bid #5775 for Police Package Sports Utility Vehicles upfitted and ready for use.

CHANGE

Bid Opening

From

12:01 pm, Thursday, March 2, 2023

To

12:01 pm, Friday, March 10, 2023

If you have any questions, please feel free to contact purchasing@cityofmobile.org.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

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:
02/16/2023	5775	Motor Pool	745 S. Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Thursday, March 2, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Appx. 1-42	**POLICE PACKAGE SPORTS UTILITY VEHICLES UPFITTED AND READY FOR USE** 2023 Chevrolet PPV Tahoe Full Size, 2-Wheel Drive SUV Standard Police Package. Color to be specified with order. To include the following options: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlights, 6C7 Interior Dome Lamp, Front to have GM Brand Floor Liners only, Bucket Front Seats, Seat Option 5Y1 front seat delete, 20% seat delete with full new car warranty: Make _____ Model _____ Vehicles will be provided equipped with the patrol build equipment provided and installed. The City will provide and install the graphics packages locally after delivery to the City of Mobile. Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

As the upfit process may take some time, City of Mobile will pay for vehicles once they have been upfitted and delivered to the City of Mobile Motor Pool.

City of Mobile will make no early or partial payment for vehicles prior to the vehicles being delivered.

Experience has shown that upfitters are able to do one (1) vehicle per day.

Vendor shall be responsible to provide the vehicle Equipped and Upfitted to the City of Mobile.

Vendor shall not substitute the make and models of the items to be added or upfitted to the vehicle bid. The City has set a standard that shall be followed.

Vehicles will be delivered to the City of Mobile Motor Pool. City will not pick up the vehicle from a vendor or dealership.

Vehicles are to be delivered with four (4) sets of fully functional keys and remote fobs that include the electronics and are coded to start the vehicles or open doors.

Include the price of application for Certificate or Title in your bid price.

All standard items are stated in your model. Literature must remain on vehicle, not removed except as noted.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up vehicle, all **must** be delivered.

City of Mobile Business License Required – See Item 14 (on reverse side).

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or email: Purchasing@cityofmobile.org

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PATROL BUILD

The Patrol Build Tahoe shall consist of the 2023 year model full size Chevrolet Tahoe PPV with 2-wheel drive. It shall include standard specifications and be white in color. It shall include the following factory options:

6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The Mobile Police Department will accept no substitutions for the following equipment. The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. **(1) SoundOff Signal ENGKTGD002 –This is a kit which consists of the following:**

   A. **(1) SoundOff Signal ENGCC01241 – bluePRINT system controller.**
   B. **(1) SoundOff Signal ENGHNK01 – bluePRINT central controller harness kit.**
   C. **(2) SoundOff Signal ENGHNK02 – bluePRINT remote node harness kit.**
   D. **(1) SoundOff Signal ENGSA07152 – bluePRINT 400 series remote mount siren control.**
   E. **(1) SoundOff Signal ENGCP18002 – bluePRINT 400 series siren control panel.**
   F. **(2) SoundOff Signal ENGND04101 – bluePRINT remote node.**
   G. **(2) SoundOff Signal ETSS100J5 – 100J series composite speaker w/ universal bracket.**
   H. **(1) SoundOff Signal ENGLMK001 – bluePRINT Link Module.**

*** bluePRINT® Central Controller - Communication Hub for use within the EV Control System - 1 Active High Ignition Input, 24 Outputs (100 Amps max) • Must use PC configuration software to manage the relationship between input and outputs to create vehicle behaviors to improve officer and public safety**
• Must be able to synchronize secondary lights to the light bar
• System must use Visual Diagnostic Indicators and Reliability Records for Each Output:
• Must be able to test and diagnose faults which may include over-current, over-temperature, over-voltage, under-voltage, and open-load.
• Logs are also recorded for the number of times the fault has occurred since last reset to aid in the diagnosis of intermittent connections.
• Each output has to have the ability to be individually timed after ignition is shut down; this eliminates the need for an external timer
• Each output has to have the ability to be programmed to load shed when the battery reaches certain programmed voltage levels
• Must have ignition security included in central controller—warning lights and siren activates when someone tries to steal the vehicle.
Input Voltage: 10-16Vdc (Negative Ground)
Outputs: Up to 82 programmable outputs
Inputs: Up to 40 discretely wired inputs + 24 CAN-BUS inputs
The Central Controller processor stores and interprets the input and output configuration from the software application and control outputs accordingly as well as monitors outputs for fault conditions. The Central Controller is fully software configurable via PC Software app through USB connection. The central controller is the communication hub for other system components within the EV Control System allowing for:
• A communication port for light bar
• A communication port for 14 button control panel
• A communication port for other control system devices
• Up to 5 remote nodes
• Input node
• Up to 2 200R siren amplifiers or (1) 400 series siren amplifier

The central controller allows for 24 outputs for connection to vehicle devices (100 Amps max) and has:
• (4) 10-amp fused outputs - constant power
• (8) 10-amp solid state switchable outputs

• (12) 5-amp solid state switchable outputs. Each output to have a status LED to show if output is active
Must have a diagnostic LED to aid in diagnosing system issues
Input Voltage: 10-16Vdc (Negative Ground) Dimensions: 7" x 6.25" x 1"
IGN ON: Standby Current: 140mA Operating Temp: -40°C to + 65°C
IGN OFF: Sleep Current: 0.34 MICROAMPS
Must have the following Program Functions:
• Increased visibility at intersections by tapping the horn—15 second aggressive pattern change with splashes of white, wall of white and horn tone, to clear intersections to improve safety, after 15 seconds warning pattern reverts back to last position
• All Blue Light Heads to Flicker Cruise by Axillary button
• Automatic Siren Cut and slide 1 traffic stop pattern, when vehicle is in park position
• Each door must have timed off/on delay of 8 seconds when officer exits vehicle or opens rear doors during interviews to prevent vision loss
• Automated Arrow control, when vehicle is in Drive, Arrow is disabled and last warning pattern is activated, when in Park, arrow resumes
• Increased visibility when braking when in slide position 2 or 3 (Red Light heads activate to signal following officers)
• Increased safety during high risk stops—Blitz Tactical Feature to be activated by Factory Horn and/or side switch (aggressive flash pattern with splashes of white and dual tone siren horn/piercer tones, 8 seconds, then full scene white lights forward facing, all side and rear lighting is off with exception of Rear Drivers Side Red Steady burn task light in cruise Mode. – Vehicle in Park with take downs on, slide position 1 for Blitz to function
• Ignition security activation when officer takes keys out of ignition to keep engine running, lights and siren are activated when someone depresses brake while trying to steal the vehicle. This feature must be included at no-cost. The gun lock will also be disabled after the ISS activates.
• 180 degree Flood/Scene lighting by turning on your high beams when the takedowns are on—gives the officer an advantage to see interior of vehicle without having to reach into press an auxiliary button
• Increased white light for reverse—rear facing light heads to activate solid white when vehicle is in reverse
• Increased red light for braking—rear facing light heads to activate solid red when brake is depressed
• Increased visibility by holding the horn to produce a front wall of white light to clear intersections, activated in slide position 3
• Individual timers to increase battery life and monitor power usage—eliminate extra batteries, all vehicle components are to be timed and load shed based on agency requirements
• Indicator beep will start beeping while service engine light is illuminated and the engine is running, causing officer to bring the vehicle in for fleet to determine cause of service engine warning.
• Must have up to 24 available matrices for expansion beyond what is listed above

NOTE: Due to system integrity and reduction of failure points, ALL programs and Pattern Modes/Matrices are to be achieved without the use of external relays or diodes.

2. (2) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.

3. (1) Setina BK2044TAH21 – Push bumper with factory installed SoundOff Signal nFORCE blue and white color LED lights. 2 mounted on the front and 2 on the sides. This product must be able to sync with light bar.

4. (1) SoundOff Signal ENVLB00EAY-1Q9 – nFUSE full size 54" light bar w/ take downs & alleys – clear lenses with blue/white to front w/scene, blue/amber rear for traffic director. This product must have multiple driver control boards for reliability.

5. (2) SoundOff Signal EMPS2QMS4E – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.

6. (4) SoundOff Signal EMPS2QMS5RBW – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 18 LED, tricolor –

red/blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.

7. **(1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6" x 3", white LEDs.**

8. **(1) Gamber Johnson GJ-MBL2 – This is a kit which consist of the following:**

   A. **(1) Gamber Johnson 7170-0864-03 – Wide body console for 2021 Tahoe 13.5" high x 15.54" wide x 28.66" long**
   B. **Internal printer mount**
   C. **(2) Gamber Johnson 7110-1013 – side armrest**
   D. **(1) Gamber Johnson 7160-0846 – dual internal cup holder**
   E. **Computer stand**
   F. **Motion device**
   G. **(2) Mic clip brackets**
   H. **(1) Gamber Johnson 7160-1558 – vertical steel window bars**

9. **(1) Setina GK11191B1SHKSSCA – Blac-Rac universal partition mount rifle and shotgun lock.**

10. **(1) Setina PK0602TAH21SCA – recessed panel front partition with polycarbonate, polycarbonate sliding window, and metal backing.**

11. **(1) Setina DK0100TAH21 – plastic door panel covers.**

12. **(1) Setina QK0281TAH21 – Plastic seat replacement, seat belts, and polycarbonate rear partition combo.**

13. **(1) Brother PJ762 – thermal printer to include (1) Brother LB3692 14 ft. hardwire power cable.**

Installation details:

Item #1 – SoundOff Signal ENGKTGD002 – shall be installed as per manufacturer's specifications using factory supplied hardware. The system controller and harness kit will be mounted inside the Gamber Johnson center console. The remote nodes and harnesses will be mounted at locations to be determined. The SoundOff light and siren controller will be mounted on the Gamber Johnson console using a specific bracket. The siren speakers will be mounted to the push bumper using the supplied brackets and using stainless steel hardware.

Item #2 – MNSTAR SOLUTIONS PD-B6I6 - shall be installed per manufacturer's specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.
Ignition Power: Will be provided and managed by the bluePRINT system.
Ground: Connected to ground on front factory upfitter harness.

Item #3 – Setina BK2044TAH21 – shall be installed as per manufacturer's specifications to the front bumper.

Item #4 – SoundOff Signal ENVLB00EAY-1Q9 – shall be installed as per manufacturer's specifications to the rooftop of the Tahoe aligned with the "B" pillar. All wiring from the light bar will be protected by a grommet when passing through the roof and sealed with silicone.

Item #5 - SoundOff Signal EMPS2QMS4E - shall be installed as per manufacturer's specifications. They will be installed on the front driver and passenger fenders and aligned horizontally.

Item #6 – SoundOff Signal EMPS2QMS5RBW – shall be installed as per manufacturer's specifications. One set will be installed on the panel above the tail lights and aligned vertically. The other set will be installed on the panel beside the tag and aligned horizontally.

Item # 7 – SoundOff Signal ECVDMLTST4G – shall be installed as per manufacturer's specifications and centered on the inside of the rear hatch.

Item #8 – Gamber Johnson GJ-MBL2 – shall be installed as per manufacturer's specifications. The Gamber Johnson console shall be installed between the front two seats. The cup holders and arm rests shall be installed on the Gamber Johnson console. The computer stand and motion device shall be installed on the Gamber Johnson console. The mic clip brackets shall be installed on the Gamber Johnson console. The window bars shall be installed on both rear doors.

Item #9-12 - Setina GK11191B1SHKSSCA, Setina PK0602TAH21SCA, Setina DK0100TAH21, & Setina QK0281TAH21 – shall all be installed as per manufacturer's specifications.

Item #13 – Brother PJ762 and Brother LB3692 – shall be installed as per manufacturer's specifications in the Gamber Johnson console.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item will be connected as follows:

Power:	Connected to constant power on the MNSTAR fused distribution block.
Ignition:	Connected to ignition power on the MNSTAR fused distribution block.
Ground:	Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted on the rear of the rear partition with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).

- A warranty and service agreement will be made detailing what service will be provided and for what length of time.

- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.

- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall

be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

* **All above equipment to be installed prior to delivery**
** **Quantity will be contingent upon pricing**
*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**
**** **Install shall include an Axon Signal Vehicle which will also be provided to the contractor by the City of Mobile.**

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Relya Gill Mallory,
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To allocated $2,726,000.00 Collected in Storm Water Fees (Fund 4050) to Capital Project #C0446 for various stormwater related capital projects.

Funding Source

Project # C0446 Municipal Storm Water Fees Project	**Discretionary Funds**
Project String 4050	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Storm Water Fee Resolution	Cover Memo	3/20/2023
2023 Storm Water Allocation	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/20/2023 - 1:38 PM
Budget	Holt, Robert	Approved	3/20/2023 - 4:52 PM
Legal	Kern, Chris	Approved	3/22/2023 - 11:44 AM
Legal	Kern, Chris	Approved	3/22/2023 -

Mayors Office	Montgomery, Brandi	Approved	11:44 AM 3/23/2023 - 2:53 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor

WHEREAS, THE CITY COUNCIL OF THE CITY OF MOBILE adopted Ordinance Number 01-024 on August 21, 2018 levying a storm water fee on Residential and Commercial Property to support the Storm Water Management Program (MS4); and

WHEREAS, Ordinance No. 01-024 is now codified at Article III, Chapter 17 of the Mobile City Code; and

WHEREAS, Sec. 17-47 of the Mobile City Code states:

"The storm water fees levied and collected pursuant to this division shall be deposited into a fund known as storm water fund to be designated for expenses incurred complying with the City's NPDES permit for operations of its MS4, including but not limited to eliminating floatables from and improving water quality in the rivers, streams and waterways of the City and other storm water management activities required by the City's storm water management program. All amounts remaining in the fund at the end of the fiscal year shall not lapse but shall retain their dedication to storm water purposes."

WHEREAS, The Revenue Commissioner of Mobile County assessed, collected, enforced and remitted the fees to the City of Mobile; and

WHEREAS, in order for such funds to be utilized for the purposes set forth in section 17-47, the Mobile City Council desires to allocate the funds to a capital projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $2,726,000, currently deposited in the Storm Water Fund, be allocated to Capital Project #C0446 Municipal Storm Water Fees Project for the following Storm Water Management projects:

Household Hazardous Waste Day 2024	$ 150,000.00
Miscellaneous Pipe Repairs (Citywide)	1,000,000.00
Tiger/Martin Luther King/Broad	841,000.00
(3) Pelican Residential Sweepers	735,000.00

ADOPTED:

_____

CITY CLERK

MEMORANDUM

To: Jim Barber, Chief of Staff
Bob Holt, Director of Finance

Date: February 28, 2023

Subject: FY2023 Storm Water Fee Allocation

Please find below the proposed allocations for the FY2023 fiscal year's Storm Water Fee. The line items, as allocated, support the City's MS4 program; as you are aware, 2014 State-level legislation requires that the Storm Water Fee must be used for expenditures which support the MS4 program.

The 2023 Annual Storm Water Fee Balance available for allocation is as follows:

ESTIMATED 2023 Annual Receipts - YTD	$2,900,000
less 5% to State	$145,000.00
less 1% to County	$29,000.00
2023 SW Fee Available for Allocations	**$2,726,000.00**

The FY2023 allocation list is as follows:

Allocation	**NPDES Permit Justification**	**Amount**
Household Hazardous Waste Day 2024 (2 events - spring and fall)	II. B. 9. Oils, Toxics, and Household Hazardous Waste Control	$150,000.00
Miscellaneous Pipe Repairs (City-wide)	II. B. Storm Water Program Elements and Requirements II. B. 3. Illicit Discharge and Elimination (IDDE)	$1,000,000.00
3 Pelican Residential Street Sweepers	II. B. 7. Pollution Prevention/Good Housekeeping for Municipal Operations	$735,000.00
Tiger/Martin Luther King/Broad	II. B. 1. b. Catch Basins; II. B. 3. Illicit Discharge and Elimination (IDDE)	$841,000.00
Total Public Works/Engineering Allocations		**$2,726,000.00**

Based on the above Storm Water Fee available and the above allocations, the projected reserve is:

***Projected* 2023 SW Fund Reserve**	**$0.00**

Sincerely,

James A. DeLapp
Executive Director, Public Works

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Relya Gill Mallory,
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To reallocate $500,000 within Capital Improvement Fund (2000) from Capital Project #C0116 Capital Improvement Reserve to Capital Project #C0472 I-65 and I-10 Lighting Improvements.

Funding Source

Project # C0472 I-65 and I-10 Lighting Improvements	**Discretionary Funds**
Project String 2000	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Interstate LED Lighting	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/20/2023 - 3:29 PM
Budget	Holt, Robert	Approved	3/20/2023 - 5:53 PM
Legal	Kern, Chris	Approved	3/22/2023 - 11:55 AM
Legal	Kern, Chris	Approved	3/22/2023 - 11:57 AM

Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:57 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $500,000.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to Capital Project C0472 I-65 and I-10 Lighting Improvements. These funds will be used for maintenance/replacement materials, poles, fixtures, etc., relating to the LED interstate lighting upgrades project.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Conditional upon approval of $500,000 transfer resolution being approved. Change order required for additional materials to complete the LED street light project.

Amount of Contract:

$2,484,990.50

Effective Date of Contract:

6/13/2021

Funding Source

Project # LED Fixture Replacement for Interstate Street Lights 2021-2060-01 — **Discretionary Funds**

Project String 2000 20002000 44020 — **Contract Number:**C0472

Budget Amendment **REDUCE** **INCREASE** $422,149.15

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/23/2023
Change Order	Backup Material	3/23/2023
Change Order Overruns	Backup Material	3/23/2023
Change Order Underruns	Backup Material	3/23/2023
Change Order Additional Items	Backup Material	3/23/2023
Change Order Form	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	3/23/2023 - 10:48 AM
Capital	Rhodes, Brenda	Approved	3/23/2023 - 10:44 AM
Legal	Kern, Chris	Approved	3/23/2023 - 2:58 PM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 3:01 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a change order, by and between the City of Mobile, and the company listed below; for work as outlined in the change order attached hereto and made a part hereof as set forth in full, subject to the company signing the change order and furnishing the required bonds and insurance. A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company:	InLine, LLC
City of Mobile Project No.:	Change Order for LED Fixture Replacement for Interstate Street Lights Project 2021-2060-01
Capital Project No.:	C0472
Change Order Amount:	$422,149.15

Adopted:

_____

City Clerk

CHANGE ORDER NUMBER 1 DATE March 14, 2023

PROJECT NAME AND NUMBER: LED Fixture Replacement for Interstate Street Lights Project No. 2021-2060-01

AT

TO InLine, LLC 600 Lakeshore Parkway Birmingham, AL 35209

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated October 15, 2021 .

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	$	531,261.86
Estimated Under Run (Attachment "B")	$	(184,706.11)
Additional Items (Attachment "C")	$	75,593.40
Original Contract Price	$	2,484,990.50
Net total of Previous Change Orders	$	0.00
Previous Revised Contract	$	0.00
THIS CHANGE ORDER NUMBER 1 (ADD)	$	422,149.15
Revised Contract Price this Date	$	2,907.139.65

Extension of time resulting from this change order 0

BY:

Mayor

ATTEST:

City Clerk

Traffic Engineering Director

APPROVED BY:

ACCEPTED BY:

Owner/President

ATTEST:

Witness/Secretary

3-22-2023

Date

ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER RUN

OWNER: CITY OF MOBILE, ALABAMA

InLine, LLC
600 Lakeshore Parkway
Birmingham, AL 35209

TITLE: LED Fixture Replacement for Interstate Street Lights
Project No. 2021-2060-01

ITEM			ORIGINAL CONTRACT ITEMS			PROJECT FINAL QUANTITIES		OVER RUNS	
NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
751-K	Replace Cobra Head Luminaire 480 Volt	Each	1,155	949.38	$ 1,096,533.90	1162.00	$1,103,179.56	7.00	$6,645.66
751-K	Replace Mongoose Syle Luminaire 480Volt	Each	125	1,126.33	$ 140,791.25	126.00	$141,917.58	1.00	$1,126.33
751-K	Replace Off Road Style Luminaire 480 Volt	Each	235	1,219.55	$ 286,594.25	270.00	$329,278.50	35.00	$42,684.25
751-D	Replace Luminaire Pole 28', 15' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	2,533.43	$ 63,335.75	27.00	$68,402.61	2.00	$5,066.86
751-D	Replace Luminare Pole 45', 15' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	3,596.59	$ 89,914.75	26.00	$93,511.34	1.00	$3,596.59
751-D	Replace Fuse Holder	Each	10	187.07	$ 1,870.70	634.00	$118,602.38	624.00	$116,731.68
751-B	Replace Pole Wiring Cable and Connectors	Each	5	348.86	$ 1,744.30	492.00	$171,639.12	487.00	$169,894.82
751-D	Replace Fuse	Each	10	45.73	$ 457.30	997	$45,592.81	987.00	$45,135.51
751-B	Replace Conduit and Circuit 2 inch PVC Schedule 40 by trenching method	LF	500	7.73	$ 3,865.00	698	$5,395.54	198.00	$1,530.54
751-B	Replace Conduit and Circuit #6 AWF XHHW Copper Conductor	LF	500	2.56	$ 1,280.00	3248	$8,314.88	2,748.00	$7,034.88
751-B	Install Quazite Junction Box	Each	10	639.25	$ 6,392.50	42	$26,848.50	32.00	$20,456.00
751-B	Replace Miscellaneous Hardware	Each	5	227.82	$ 1,139.10	34	$7,745.88	29.00	$6,606.78
745-A	Uniformed Officer	Hr	50	57.89	$ 2,894.50	1859.5	$107,646.46	1,809.50	$104,751.96
	TOTALS				**$1,696,813.30**		**$2,228,075.16**		**$531,261.86**

TOTAL OVER RUNS FOR CHANGE ORDER No. 1 = $531,261.86

ENGINEER: Jennifer White

CONTRACTOR: Wayne Curry

ATTACHMENT B
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM UNDER RUN

OWNER: **CITY OF MOBILE, ALABAMA**

Inline, LLC
600 Lakeshore Pkwy
Birmingham, AL 35209

TITLE: **LED Fixture Replacement for Interstate Street Lights**
Project No. 2021-2060-01

ITEM			ORIGINAL CONTRACT ITEMS			PROJECT FINAL		UNDER RUNS	
NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
751-D	Replace Luminare Support 15' Truss Arm with Clamp-on Bracket	Each	5	1,159.74	$ 5,798.70	3	$3,479.22	2	$2,319.48
751-D	Replace Luminare Support 12' Arm with Clamp-on Bracket	Each	5	1,133.43	$ 5,667.15	1	$1,133.43	4	$4,533.72
751-D	Replace Luminare Pole28', 12' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	2,422.90	$ 60,572.50	8	$19,383.20	17	$41,189.30
751-D	Replace Luminare Pole 37', 15' Aluminum Truss Arm with Simplex Saddle Bracket	Each	25	3,349.22	$ 83,730.50	9	$30,142.98	16	$53,587.52
750-B	Roadway Lighting Pole Foundation 37' Pole	Each	20	1,844.13	$ 36,882.60	4	$7,376.52	16	$29,506.08
750-B	Roadway Lighting Pole Foundation 45' Pole	Each	20	1,844.13	$ 36,882.60	13	$23,973.69	7	$12,908.91
751-B	Replace Conduit and Circuit 1 inch PVC Schedule 40 by trenching method	LF	500	3.73	$ 1,865.00	240	$895.20	260	$969.80
751-B	Replace Conduit and Circuit 1 1/4 inch PVC Schedule 40 by trenching method	LF	500	7.68	$ 3,840.00	90	$691.20	410	$3,148.80
751-B	Replace Conduit and Circuit 1 1/2 inch PVC Schedule 40 by trenching method	LF	500	7.23	$ 3,615.00	0	$0.00	500	$3,615.00
751-B	Replace Conduit and Circuit 2 inch HDPE SDR 11 by horizontal directional bore	LF	500	11.25	$ 5,625.00	200	$2,250.00	300	$3,375.00
751-B	Replace Conduit and Circuit #4 AWG XHHW Copper Conductor	LF	500	2.90	$ 1,450.00	270	$783.00	230	$667.00
751-B	Replace Conduit and Circuit #2 AWG XHHW Copper Conductor	LF	500	4.31	$ 2,155.00	0	$0.00	500	$2,155.00
751-B	Replace Conduit and Circuit #2/0 AWG XHHW Copper Conductor	LF	500	4.72	$ 2,360.00	0	$0.00	500	$2,360.00
751-B	Replace Contactor 480V	Each	5	927.21	$ 4,636.05	1	$927.21	4	$3,708.84
751-B	Replace Contactor 120/227V	Each	5	927.21	$ 4,636.05	0	$0.00	5	$4,636.05
751-B	Replace 480V-600V Double Poles Bolt-In Circuit Breaker	Each	5	1,329.05	$ 6,645.25	0	$0.00	5	$6,645.25
751-B	Replace 480V-600V Double Poles Molded Case Circuit	Each	5	1,211.74	$ 6,058.70	2	$2,423.48	3	$3,635.22
751-B	Replace 120V Single Pole Circuit Breaker	Each	5	180.67	$ 903.35	0	$0.00	5	$903.35
751-B	Replace Control Transformer	Each	5	778.83	$ 3,894.15	0	$0.00	5	$3,894.15
751-B	Replace Photo Electric Cell	Each	15	78.97	$ 1,184.55	3	$236.91	12	$947.64
	TOTALS				**$278,402.15**		**$93,696.04**		**$184,706.11**

TOTAL UNDER RUNS FOR CHANGE ORDER No. 1 = $ 184,706.11

ENGINEER: Jennifer White

CONTRACTOR: Wayne Cuny

ATTACHMENT C
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ADDITIONAL ITEMS

OWNER: **CITY OF MOBILE, ALABAMA**

InLine, LLC
600 Lakeshore Pkwy
Birmingham, AL 36633

TITLE: **LED Fixture Replacement**
Project No. 2021-2060-01

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			PROJECT FINAL QUANTITIES		ADDITIONAL ITEMS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
751-D	Replace Luminaire Pole 55' No Luminaire Arm	EA	0	$12,974.66	$0.00	2	$25,949.32	2	$25,949.32
751-D	Replace Luminaire Pole 70' No Luminaire Arm	EA	0	$24,822.04	$0.00	2	$49,644.08	2	$49,644.08
	TOTALS				$0.00		$75,593.40		$75,593.40

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 1 = **$75,593.40**

ENGINEER: Jennifer White

CONTRACTOR: Wayne Curry

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Traffic Engineering DEPT. 2060

DATE OF REQUEST: 3/23/2023

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: InLine, LLC

DISTRICT#: CW

DEPT. PROJECT#: 2021-2060-01

REQUEST: Please Add $422,149.15 from Capital Project#/Title:

I-65 and I-10 Light Improvements C0472

to contract# 3726.

Total amount of Change Order: $422,149.15

Current contract amount: $2,484,990.50

Revised contract amount: $ 2,907,139.65

Comments:

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Marc Vassallo, Public Services Director

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Tetra Tech Inc for Disaster Debris Removal and Monitoring Services. Previously approved by agenda item 21-240-2023. Clerk has requested corrected Resolution.

General fund, reimbursable with FEMA Disaster Relief funds.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
2022 Tetra Tech Agenda Package	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	3/21/2023 - 12:05 PM
Legal	Kern, Chris	Approved	3/22/2023 - 11:23 AM
			3/22/2023 -

Legal	Kern, Chris	Approved	11:43 AM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:55 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 Tetra Tech, Inc., for three years, renewable for three additional years without further Council approval required, in amounts as necessary at specific unit pricing, to provide post-disaster debris removal monitoring and consulting services, 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

Tetra Tech Inc

Contract documents

Disaster Debris Removal
Monitoring and Consulting Services

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2023 ("execution date"), by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and Tetra Tech, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for Proposals, RFP No. 5739 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals. Contractor performance of responsibilities in general preparation for generic City storm response, to include training and planning, will commence upon contract execution date. Contractor performance of responsibilities in support of any individual specific event response shall be only upon specific Task Order from the City for that response and shall continue for that specific event response until all performance as required by the RFP is completed related to that specific event response.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution date and continue for a period of three (3) years with the option to renew for an additional three-year period. Upon written request from Contractor no less than

sixty (60) days prior to each anniversary date of the agreement and at the discretion of Client, an annual price increase may be negotiated. It is the intent of Client to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve-month period reported at the time of request. Client shall consider a price adjustment on a case-by-case basis upon the written request of Contractor. All price increases shall be at the sole discretion of Client.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. Assignment shall not be allowed without prior consent of the City. Subcontracting shall be allowed with prior written consent of the City, and is encouraged for the use of disadvantaged business enterprises where qualified. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done and based upon rate schedules defined in Contractor's RFP response.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposals throughout the term of this contract.
11. Indemnification. The Contractor 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 subcontractor or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor 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 Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor 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 Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement and venue of any court proceeding to enforce or interpret this agreement shall lie in Mobile County, Alabama.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.

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

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

17. Additional Federal Clauses:

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

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

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

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

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

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

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the

bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

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

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

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

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be

directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

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

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

a. The City of Mobile's Request for Proposals 5739 and all of its addend and attachments; and
b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal and included as Exhibit A to this Agreement; and
c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. 5739 as of the day and year first written above.

Contractor, Tetra Tech, Inc.

BY: _____(Signature) Date: 02/10/2023

Its Business Unit President (Title)

ACKNOWLEDGEMENT

The State of Florida }

Orange County}

I, Marina Armanious, a Notary Public, in and for said County in said State, hereby certify that Jonathan Burgiel whose name as Business Unit President of Tetra Tech, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10th day of February, 2023

(Seal) Notary Public

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: 3/9/23
Mayor

ATTEST:

_____ Date: 3-9-2023
City Clerk

EXHIBIT A: Contractor's Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/10/2023

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

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

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
2301 Lucien Way
#120
Maitland FL 32751 USA

COVERAGES **CERTIFICATE NUMBER:** 570097816912 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			GL0181740604	10/01/2022	10/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	**AUTOMOBILE LIABILITY**			BAP 1857085 04	10/01/2022	10/01/2023	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)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WC254061604	10/01/2022	10/01/2023	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC185708704	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36644 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 309

Certificate No : 570097816912

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FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 *Please see below **and Year 3** *Please see below**.**

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate	$49.00	$73.50
2	Debris Monitor Supervisor	Each	Standard hourly rate	$48.00	$72.00
3	Debris Monitors	Each	Standard hourly rate	$29.50	$44.25
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate	$45.00	$67.50
5	Clerical Staff & Data Entry	Each	Standard hourly rate	-	-
6	Other Direct Costs	Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.			
7	Mileage		Per mile	$0.0625	N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

COMPANY NAME:

Tetra Tech, Inc.

	Standard Hourly Rate	Required Based on City Scope of Work	Not Required but Highly Recommended
Operations Manager	$48.00*		**X**
GIS Analyst	$55.00*		**X**
Billing/Invoice Analyst	$45.00*	**X**	
Arborist	$65.00*		**X**
Debris Planning Consultant	$125.00		**X**
Public Assistance Consultant	$95.00	**X**	
Call Center Staff	$32.00*		**X**

Based on our experience completing similar work across more than 600 disaster debris monitoring missions, Tetra Tech has included additional positions for the City's consideration outside of cost evaluation. We have divided these positions into two primary categories:

- ***Positions likely required based on the City's scope of work.*** Specific scope areas, such as FEMA grant compliance, may require specialized attention from staff not allocated for in the original Fee Schedule Form.
- ***Positions not required but highly recommended based on experience.*** These value-added positions increase efficiency, compliance, and consistency across project operations.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

***Overtime rates would apply at 1.5 times standard hourly rate.**

RFP 5739

Scoring Tab and RFP

Scoring Table – RFP 5739 Disaster Debris Monitoring & Consulting Services

	WSP USA Solutions Inc	Volkert, Inc.	True North Emergency Management/ Neel-Schaffer	Thompson Consulting Services	Tetra Tech, Inc.	Overstreet and Associates, PLLC	DebrisTech LLC
Experience & Resources (30 points)	24	27	27	28	30	11	24
Project Management Team (20 Points)	15	19	16	18	19	10	13
Plan to Provide Services (30 points)	20	25	27	27	29	9	24
Price (20 points)	8	18	16	19	18	12	18
Total	**67**	**89**	**86**	**92**	**96**	**42**	**79**

Request for Proposals
Disaster Debris Monitoring & Consulting Services
RFP No. 5739

CITY of MOBILE
PUBLIC SERVICES DEPARTMENT

Proposals Due: 4:00 pm, November 17, 2022

REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING AND CONSULTING SERVICES

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SECTION A. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **OBJECTIVE:**

The City of Mobile is seeking proposals from qualified firms (referred to herein interchangeably as Vendors, Firms, Contractors, Consultants, or Bidders) to contract for three years for disaster debris removal monitor and consulting services. The contract will be awarded effective approximately December 1, 2022, with specific tasking as necessary in response to debris-generating disaster events during the contract period.

2. **SUBMISSION OF PROPOSAL:**

a. Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), will be accepted until 4:00 P.M. November 17, 2022 by the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5739 , Disaster Debris Monitoring" shall be placed on the outside of the envelope.

b. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. City Staff will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided on the required sequence. No bid or performance bond is required. Proposals will consist of the following components:

(1) Signature Page
(2) Vendor References from at least four customers
(3) Fee schedule
(4) Experience Narrative
(5) Project Management Team
(6) Project Approach Narrative – how you intend to perform the work to include any technology or best practices you will include.

c. Exceptions to any of the terms contained in this RFP or the attached service sample service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Vendor's desire to take exception to a term will not disqualify it from consideration for award.

3. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent by e-mail to Purchasing@CityofMobile.org no later than 4:00 pm, November 9, 2022. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part

of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

4. **COSTS INCURRED BY VENDORS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor(s). No payment will be made for any responses received, or for any other effort required of, or made by the Vendor(s) prior to contract commencement.

5. **ORAL PRESENTATIONS:**

The City may request an oral presentation or subsequent clarification of any proposal at the City's sole discretion, and may adjust scoring based on additional information received.

6. **WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal will be accepted.

7. **LATE PROPOSALS OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set of the proposal submitted will be accepted.

8. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Alabama apply to any purchase made under this Request for Proposal. It is anticipated that federal grant funding will be used in whole or part to fund services under this contract. The required contract clauses found in 2 CFR, Part 200, Appendix II, will be included as part of the contract document for this solicitation. Vendors shall comply with all local, state, and federal directives, order, and laws as applicable to this proposal and subsequent contracts(s) including by not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract. Vendors certify by submission of a proposal that they have not and will not use federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 USC Section 1352.

9. **COLLUSION**

Contractor proposals must be offered without previous understanding, agreement, or connection with any other contractor making a proposal for the same item(s), and with the intention that Contractor's proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

10. **CITY INDEMNIFICATION:**

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

b. The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

11. **PAYMENTS/INVOICES:**

Payment will be made in arrears for services rendered upon presentation of timely presented invoices at regular intervals based upon the agreed upon labor rates and hours, and documented allowable expenses. Invoices are subject to potential federal timeliness and documentation requirements, and Contractor must be responsive to those requirements to receive payment. The Contractor must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Contractor is responsible for immediately notifying the City of any company name change, which would cause invoicing to change from the name used at the time of the original RFP.

12. **CANCELLATION:**

a. The City of Mobile reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City.

13. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The selected Contractor shall perform the resulting contract, but may employ subcontractors with the consent of the City. The City expects Contractor to exercise good faith efforts to use certified disadvantaged business enterprises (DBEs), as required by City of Mobile Code Section 14-10, when subcontractors are employed. The selected Contractor is required to report subcontractor

usage, including good faith efforts to employ certified DBEs as subcontractors, with each payment application/invoice. In exercising good-faith efforts, Contractor is expected to consult with the City Supplier Diversity Manager if unable to meet City Code performance goals in the use of DBE subcontractors. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City with thirty (30) calendar days of the contractor's notice or such action or upon the occurrence of said action, whichever occurs first.

14. **NON-EXCLUSIVE CONTRACT:**

Award of a contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. There may not be an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such actin to be in the City's best interest. In the case of multiple term contracts, this provision shall apply separately to each term.

15. **ADD/DELETE LOCATIONS/SERVICES:**

The City reserves the right to unilaterally add or delete locations/services, either collectively or individually at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Contractor(s) will be required to provide such services to this contract in accordance with the terms, conditions and specifications.

16. **PROTEST PROCEDURE**

a. Proposal Protests:

Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney. The City Attorney will review protest submissions and will make the final determination regarding the protest.

b. Requirements to Protest:

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the proposal package.
(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m. on the fifth business day after the posting of either the contract award recommendation or the contract award itself, whichever is earlier. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

17. **EVALUATION CRITERIA:**

Section D indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Contractors shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and

ranked by an evaluation committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria.

18. **PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of three (3) years from the date of execution of the agreement. Pricing shall be on a per-unit basis for services based on the fee schedule included in Exhibit A, and may include annual inflation adjustments. Please see Section E for a sample contract document.

19. **PROPOSAL SUBMITTAL COPIES:**

Proposers shall submit one original signed copy, and one electronic copy on flash drive or CD.

20. **TIME LINE:**

Following is a listing of actions and anticipated dates; the City reserves the right to change the dates, if necessary.

a.	Advertising and Publishing RFP	10-27-2022
b.	Deadline for Questions/Clarifications	11-09-2022
c.	Addendum Published by (if needed)	11-10-2022
d.	Proposal Submittal Date	11-17-2022

SECTION B. INSURANCE AND BONDS

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

a. **Worker's Compensation – Employers Liability Insurance**

Statutory – amount of coverage as required by law of the place in which the work is performed.

b. **Comprehensive – Commercial General Liability Insurance**

(1) Public Liability including premises, products, and complete operations.

Bodily injury liability
$500,000 – each person
$1,000,000 – each occurrence

Property damage liability
$500,000 – each occurrence

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

(3) General Aggregate per project - $2,000,000

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

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

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

SECTION C. SCOPE OF WORK

1. **GENERAL:**

a. Contractor is to provide debris management expertise and debris collection tracking and monitoring services following a debris-generating event such as a hurricane or major storm or flood event. Collection monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan, debris removal contract, and federal disaster reimbursement requirements are met. The work includes monitoring the debris removal from public access roads, rights-of way, and public property, by City debris removal teams and contractors, to assure that the debris management plan contracts are effectively and efficiently implemented, as well as compliance with all state, federal and local requirements in effect at the time services are performed.

b. Upon City notification to Contractor in the event of a debris-generating disaster event (Notice to Proceed), Contractor will identify and assign Contractor's Project Manager. Contractor must be prepared to deploy debris monitors to pre-designated loading and disposal sites within 24 hours from the notice to proceed. The Contractor will scale its staffing from this point depending on the severity of the debris-managing event. Contractor must be able to timely and adequately staff sufficient personnel and equipment to meet the needs of the City debris removal effort. The work shall begin on notice to proceed and continue for 60 days, unless extended by the City with 10 days written notice.

c. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing to comply with all federal, state, and local requirements.

d. The Contractor will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor and appropriate city personnel. Contractor supervision is responsible for resolving issues with truck drivers, and other Contractor personnel. City has the discretion to require Contractor to remove and replace any monitor.

e. The Contractor will provide its own temporary office space and temporary sanitary facilities as necessary.

f. The Contractor shall carefully document all debris removal activities using the documentation methods set out in these bid specifications and those required under AEMA and FEMA guidelines and regulations. Additionally, where applicable, the monitoring services Contractor shall communicate with FEMA to ensure the documentation being used satisfies FEMA verification requirements. Contractor is expected to liberally use tagged photographic documentation to verify and record the eligibility of leaning and hanging debris. Proposals must demonstrate the Contractor's ability to properly document all activities as required herein.

g. When monitoring tree pruning and removal efforts, Contractor will be familiar with ANSI A300 tree care standards and be prepared to consult with City and debris removal contractors to observe, report, and promote healthy tree recovery.

2. **PRE-EVENT REQUIREMENTS**.
Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. Contractor will, at no cost to the City:

a. Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

b. Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

c. Participate in annual workshops or planning meetings with City representatives and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

3. **POST-EVENT- GENERAL REQUIREMENTS**.
Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City employees. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors. Contractor shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with this contract. For purposes of proposal pricing,

the City plan provides for Contractor staffing in the following specific position areas, but the City recognizes Contractor may suggest other positions.
a. Project Manager
b. Field Monitor Supervisors
c. Field Monitors – Loading Site & Roving, Tower & Disposal Site
d. Clerical Supervisors or Data &Technical Managers
e. Clerical Staff & Data Entry Clerks

4. **POST-EVENT - STAFFING POSITIONS**.
a. **PROJECT MANAGER**. The monitoring services Contractor shall have a project manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person at its initial response to the Notice to Proceed. The Contractor must show that Contractor will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. The manager shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

(1) meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract,

(2) remain on site during all work hours throughout the length of the project,

(3) schedule and coordinate daily monitoring services with both the debris removal contractor and designated City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,

(4) provide documents and estimates to assist the City in planning and executing the debris removal activities,

(5) attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City,

(6) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project,

(7) regularly communicate with designated City staff to keep the City informed of all aspects of both the debris removal activities and monitoring activities,

(8) provide input to the City to improve efficiency of collection and removal of debris,

(9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

b. **FIELD MONITOR SUPERVISORS**. Contractor will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

(1) Overseeing and supervising loading site and disposal site debris monitoring activities.

(2) Scheduling debris monitoring resources and deployment timing.

(3) Communicating and coordinating with City/County personnel.

(4) Providing suggestions to improve the efficiency of collection and removal of debris.

(5) Coordinating daily activities and future planning.

(6) Remaining in contact with debris management/dispatch center or supervisor.

(7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.

(8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY.)

(9) Documenting and recording measurements and computations.

(10) Documenting truck hauling compartment condition using digital photographs.

(11) Ensuring all truck certifications are complete and available to all parties.

c. **DEBRIS MONITORS.**
Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

(1) Debris Loading Site & Roving Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
(b) Monitoring collection activity of trucks.

(c) Issuing load tickets at loading site for each load.
(d) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment.
(e) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
(f) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
(g) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
(h) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance.
(i) Properly monitoring and recording performance and productivity of debris removal crew.
(j) Remaining in regular contact with debris management/dispatch center or supervisor.
(k) Ensuring that loads are contained properly before leaving the loading area.
(l) Ensuring that only eligible debris is collected for loading and hauling.
(m) Ensuring that only debris from approved public areas is loaded for removal.
(n) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.

(2) Debris Tower & Disposal Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations.
(b) Documenting measurements and computations.
(c) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.
(d) Initialing/validating each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
(e) Remaining in regular contact with debris management/dispatch center or field supervisor.
(f) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

d. **CLERICAL SUPERVISORS & DATA-TECHNICAL MANAGERS**

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management or manage GIS or other data systems. Services may include, but are not limited to:

(1) Supervising the preparation of detailed estimates and submitting them to the City debris manager.

(2) Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.

(3) Providing daily, weekly, or other periodic reports for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

e. **CLERICAL STAFF & DATA ENTRY CLERKS**

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the Contractor's information management systems and to respond to specific directions from the data entry supervisor.

5. DOCUMENTATION REQUIREMENTS:

a. Contractor's primary responsibility will be to fully account for debris removal costs with a load-ticket process that provides a comprehensive information and documentation trail for FEMA Public Assistance program reimbursement. Contractor is to provide, implement, maintain, and use Automated Debris Management System technology, with data generated clearly displaying loading monitor and tower/site monitor names, load times, and locations so that an individual's daily activities can be easily reviewed. Contractor's monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Observations and reports must be backed up with digital photographs and video as necessary.

b. Contractor's work and documentation must reflect the latest FEMA guidance, including the most recent version of FEMA's Public Assistance Debris Monitoring Guide.

c. Contractor invoices must fully document work performed, including the use of any subcontractors and good-faith efforts to employ DBEs, in a mutually agreed upon format and timing.

6. SAFETY:

a. Contractor will develop, implement, and provide City a safety plan for its work. All Contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

b. The contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, City, nearest fire, police, and emergency medical facilities.

c. The Contractor will ensure that Contractor's personnel adhere to all debris management site safety requirements.

7. **OTHER CONSIDERATIONS:**

a. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

b. The Contractor must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. The contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits and/or licenses shall be submitted to the City before commencing work.

c. The Contractor shall be responsible for correcting any notices of violations issued as a result of Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

d. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include, but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractor, or any other persons, corporations, or legal entities retained by the Contractor under this contract.

e. The Contractor must attend all meetings required by the City to evaluate performance of all monitors or to discuss any open contract issues.

f. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meet the requirements and intent of this contract.

g. The Contractor shall adhere to the requirements of the Stafford Act.

h. The Contractor will cooperate with and provide responsive records to any audit or investigation related to Contractor's debris monitoring and consulting work for the City.

SECTION D. EVALUATION CRITERIA:

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

Criteria	Weight
Experience and Resources of the Firm	**30**
Project Management Team Credentials	**20**
Plan to Provide Services Required	**30**
Price	**20**
TOTAL	**100**

Experience and Resources of the Firm

- Corporate history and resources.
- Experience and prior performance in relevant business areas, especially storm debris removal.
- Firm capacity to respond to multiple simultaneous contract commitments.
- Experience with FEMA programs, funding issues, and compliance resolution.
- Prior performance on contracts for similar scope and size.

Project Management Team Credentials

- Assurance of dedicated project team.
- Education, professional licenses, relevant experience of key team members.
- Use of Disadvantaged Business Enterprises (DBEs)

Plan to Provide Services Required

- Your mobilization and deployment plan, to include your affiliation with and use of DBE subcontractors and persons.
- Pre-event engagement you will provide.
- Tools and processes that will be used to efficiently and effectively monitor debris removal contractors, to include especially compliance with FEMA requirements.
- Features of the technology you will use.
- How you will support City's FEMA documentation and cost-recovery processes.

Price

- Consistency with Market Pricing and Comparative with Other Proposals.
- Cost efficiency tools and processes.

SECTION E. SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2015, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and _____ Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP No. (hereinafter Request for Proposal or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for a period of three (3) years, unless cancelled or terminated as provided herein.

SAMPLE

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.

SAMPLE

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by, any person, persons or property by or from the said Contractor, or by or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars ($10.00) of compensation received by the contractor represents specific consideration for his indemnification obligation.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.
15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

SAMPLE

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

17. Additional Federal Clauses:

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

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

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

SAMPLE

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

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

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

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

SAMPLE

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

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

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

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

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

SAMPLE

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

SAMPLE

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

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

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or

SAMPLE

her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

SAMPLE

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

SAMPLE

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:
    a. The City of Mobile's Request for Proposal and all of its addend and attachments issued on _____, 2022; and
    b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal; and
    c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. as of the day and year first written above.

SAMPLE

EXHIBIT A

PROPOSAL SUBMISSION DOCUMENTS

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M November 17,2022.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: _____

Vendor Address: _____

_____

_____

Phone: _____

Main POC/Title for RFP_____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No_____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

VENDOR REFERENCES. Please provide the below background information and contact information (an employee at the government agency you supported) for at least 4 customers for whom you have previously performed similar contract services.

Your Company Name:_____

1. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

2. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

3. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

4. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 _____ and Year 3 _____.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate		
2	Debris Monitor Supervisor	Each	Standard hourly rate		
3	Debris Monitors	Each	Standard hourly rate		
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate		
5	Clerical Staff & Data Entry	Each	Standard hourly rate		
6	Other Direct Costs				
7	Mileage		Per mile		N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

COMPANY NAME:

_____

ADDITIONAL NARRATIVE DOCUMENTS:

Experience Narrative to Include:
Company background,
Company resources,
Brief highlights of representative previous responses, including force laydown, performance results, challenges overcome, FEMA claims and your use of DBE subcontractors and persons.

Project Management Team:
Names and brief resumes of key persons that will support this project.
Any DBE subcontractors you propose to include on your team.

Project Plan Narrative – Please describe:
How you intend to perform the work to include any technology or best practices you will employ, and algorithm that will determine your staffing.
How you would work with the City to plan and prepare for mobilization.
How you will staff your team, including how you will recruit, assign, and oversee subcontractors and employees.
How you ensure debris removal firm complies with FEMA requirements.
How you will support the City's claims process with FEMA.

Please attempt to be concise in the narrative documents.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

William S. Stimpson, Mayor
Scott Jones, Council District 6
Gina Gregory, Council District 7

Purpose and Scope of Project:

This is for an engineering planning study for the evaluation of existing conditions (traffic volumes, signal operation, roadway access, etc.) to develop a plan to mitigate the impacts of increased traffic associated with USA game days and special events, and provide short term and long term recommendations for the mitigation of the traffic, to include but not be limited to, traffic signal operations, intelligent transportation systems measures, special signage plan, ingress and egress plans, and staging of officers.

Amount of Contract:

$199,909.00

Funding Source

Project # USA Special Event Traffic Planning Study SPR-PART3-APMB(022) (G-USASETP) **Discretionary Funds**

Project String 50015001.48020 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/21/2023
Contract	Exhibit	3/21/2023

REVIEWERS:

Department Reviewer	Action	Date

Traffic Engineering	Bergin, Marybeth	Approved	3/21/2023 - 4:20 PM
Accounting	Daniels, Bettye	Approved	3/22/2023 - 1:53 PM
Legal	Kern, Chris	Approved	3/22/2023 - 3:24 PM
Legal	Kern, Chris	Approved	3/22/2023 - 3:28 PM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:55 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor
Scott Jones, Council District 6
Gina Gregory, Council District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for the engineering services associated with the USA Special Events Planning Study, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Kimley-Horn and Associates, Inc.
Project Name:	USA Special Events Planning Study
Project No.:	2023-2060-02
Amount:	$199,909.00

Adopted:

_____

City Clerk

TRANSPORTATION PLANNING STUDY FOR GAME DAY AND SPECIAL EVENTS AT THE UNIVERSITY OF SOUTH ALABAMA

PROJECT NO. 2023-2060-02

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **KIMLEY-HORN AND ASSOCIATES, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Kimley-Horn and Associates, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

PROJECT – Transporation Planning Study for Game Day and Special Events at the University of South Alabama SPR-PART3-APMB(022), City of Mobile Project No. 2023-2060-02. This is for engineering planning study for the evaluation of existing conditions (traffic volumes, signal operation, roadway access, etc.) to develop a plan to mitigate the impacts of increased traffic associated with USA game days and special events, and provide short term and long term recommendations for the mitigation of the traffic, to include but not be limited to, traffic signal operations, intelligent transportation systems measures, special signage plan, ingress and egress plans, and staging of officers. **The professional engineering services includes the completion planning study as directed by the TRAFFIC ENGINEER.**

PROJECT ENGNEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Tasks:

1. Kick-Off Meeting and Stakeholder Engagement
2. Data Collection and Field Reconnaissance
3. Existing Campus Plan Review
4. Traffic Control Plan Development
5. Navigation App and Map Integration
6. Traffic Signal Operations
7. Event Plan Implementation and Fine-Tuning
8. Reporting

A. TASK 1 - KICK-OFF MEETING AND STAKEHOLDER ENGAGEMENT

The ENGINEER will prepare for, facilitate, and document a kick-off meeting with the TRAFFIC ENGINEER. Additionally, the ENGINEER will work with the TRAFFIC ENGINEER to schedule and attend meetings with relevant stakeholders. The anticipated stakeholders include the University of South Alabama Athletics, City of Mobile Police Department (MPD), University of South Alabama Police Department, and ALDOT. It is anticipated that up to three (3) individual stakeholder group meetings will occur.

The goal of the initial stakeholder meetings is to gain support and buy-in from the University of South Alabama and the police departments and gather all relevant feedback and observations and existing plans, as well as to understand the resources that each entity has at its disposal.

B. TASK 2 - DATA COLLECTION AND FIELD RECONNAISSANCE

This task will encompass the collection and compilation of necessary data to complete this project. The ENGINEER acquire historically available traffic counts, which includes 24-hour Average Daily Traffic (ADT) counts available on ALDOT's website, gameday turning movement counts (TMCs) collected prior to this contract, and any other available traffic count data from the TRAFFIC ENGINEER. Gameday turning movement counts that were collected prior to this contract include counts at 9 locations on Saturday November 12th for a University of South Alabama home football game. The counts include ingress and egress TMCs at the intersection of Old Shell Road at University Boulevard plus 8 signalized campus entrances along Old Shell Road and University Boulevard (Entrances 1-5 along Old Shell Road and Entrances 6 and 8-9 along University Boulevard).

To supplement available traffic counts, the ENGINEER will obtain data from the vendor StreetLight data for the two (2) Traffic Analysis Zones that encompass the University of South Alabama campus. StreetLight utilizes probe data from mobile devices to sample anonymized data points to understand large-scale travel patterns. The data will enable us to look at specific historical days and compare patterns between events (i.e multiple football gamedays or compare football gameday to baseball or graduation events). With this data, the ENGINEER will perform analyses to analyze origin-destination patterns and quantify the top routes for event patrons to utilize. This data will look at the overall campus as a single destination and also focus on smaller subsets of campus parking areas.

The ENGINEER will perform field observations for an event at Hancock Whitney Stadium. The ENGINEER will have up to four (4) staff members present to be able to obtain observations on campus as well as the signalized entrances to campus from Old Shell Road and University Boulevard.

C. TASK 3 - EXISTING CAMPUS PLAN REVIEW

This task involves analyzing the currently utilized on-campus traffic plan for special events. The ENGINEER understands based on available information on the University of South Alabama website and prior observation, closures are implemented on campus on John Counts Road in front of the stadium and at locations along USA South Drive, USA North Drive, and Aubrey Green Drive. The current traffic plan involves directing vehicles to enter campus at their assigned Entrance point (i.e. parking lots 101-105 access at Entrance 1 – Old Shell Road at Foreman Road/John Counts Drive).

The ENGINEER will analyze the number of parking spaces that are served by each of the signalized access points to campus. The ENGINEER will evaluate the parking data and existing routing from the StreetLight data to determine if any modifications to the on-campus plan need to be proposed. The ENGINEER will identify existing imbalances between access and parking and major conflict points in travel patterns to identify specific locations for improvement. Potential modifications could involve allowing certain parking areas to utilize multiple campus entrances or providing suggestions for public messaging to modify patrons preferred routing to campus.

D. TASK 4 - TRAFFIC CONTROL PLAN DEVELOPMENT

This task consists of developing traffic control plans (TCP) for gameday. The study network for the traffic control plan will include the intersection of Old Shell Road at University Boulevard plus the signalized access intersections to campus along both Old Shell Road at University Boulevard. The traffic control plan may also include on-campus locations that are deemed significant to the plan.

The development of the traffic control plan will begin with conceptual layouts and images to illustrate major components of the plan to applicable stakeholders.

The TCP will include the previously mentioned intersections and roadways with conceptual representation of traffic control devices. The final TCP will consist of the following information on 11”x17” sheets.

- Title sheet and location map
- Typical traffic control device set-up
- Road closures, lane closures, and contraflow (as applicable)
- Traffic officer placement
- Wayfinding plan
    - Portable Vehicle Message Board (VMB) placement and messaging
    - Suggestions for additional temporary vehicular signage (as applicable)
    - Suggestions for additional permanent signage (as applicable)

Traffic officer post orders will be created and shared with the liaison to the police forces for their use in communicating duties to officers at specific intersections/locations.

E. TASK 5 - NAVIGATION APP AND MAP INTEGRATION

The ENGINEER will work with the CITY to create a Waze for Cities (W4C) partnership account to be held and maintained by the CITY. Waze is a community-driven navigation map that is owned by Google. Once an account is created, the CITY will be able to input any special event related road closures into the platform and schedule these for each gameday or special event. Any closures input into Waze will automatically populate onto Google Maps. In addition to special events, the CITY may utilize this Waze account to include other road closures including construction related closures that may last several weeks or months.

The ENGINEER will coordinate a process to share the TCP and event schedule with Apple maps staffing and help the CITY and/or USA maintain this moving forward.

F. TASK 6 - TRAFFIC SIGNAL OPERATIONS

The signals along Old Shell Road between Cody Road to University Boulevard and University Boulevard between Old Shell Road to USA Entrance 9/Gaillard Drive are included in a Congestion Management Program (CMP) project in partnership with ALDOT. This CMP includes the upgrade of traffic signal equipment and connection to existing fiber optic communications to be able to incorporate these traffic signals within ALDOT's central signal software, Centracs. It is anticipated that these signals will be online by the 2023 football season and will have updated traffic signal timings for typical daily traffic through the CMP project.

The ENGINEER will obtain an inventory of the traffic signal cabinets and existing controllers from the CMP consultant.

The ENGINER will develop traffic signal timing plans for special events and will program these into the signal controllers through Centracs. It is anticipated that separate ingress and egress timing plans will be created for large events (football) smaller events (baseball, graduation, etc.). An additional timing plan may be necessary for overlapping events.

G. TASK 7 - EVENT PLAN IMPLEMENTATION AND FINE-TUNING

This task includes in-person assistance at up to two (2) special events to assistance in the implementation of the new special event traffic plan. The ENGINEER will provide up to three (3) staff members per event to observe and coordinate with event organizers to make field adjustments to operations. The ENGINEER will also monitor signal timings for up to two (2) events to fine-tune their operations.

At the conclusion for the first event, the ENGINEER will organize and facilitate a debrief with stakeholders to determine successes and challenges from the event and discuss any necessary modifications that should be made for subsequent events.

H. TASK 8 - REPORTING

After the new event plan is implemented and tested for multiple special events, the ENGINEER will prepare a report that summarizes the changes incorporated into the plan, document all available before/after data, and provide recommendations for additional improvements to be incorporated after 2023. The report will include an Executive Summary with recommendations as well as available performance metrics, such as travel time data via ClearGuide.

I. GENERAL

1. Should the TRAFFIC ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the TRAFFIC ENGINEER to provide a status report of design and progress at each meeting.

2. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

3. The PROJECT will be designed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

4. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to within the Traffic Control Plans.

5. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

6. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between

electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, “Contracted Services”. The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY’s convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY’S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER’s duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney’s fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed $100.00, will be paid as direct cost plus ten (10) percent. Purchases over $100.00 will require written authorization from the CITY.

For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:

   1. Direct Salary and Wages – Actual salary and wages paid personnel while actually engaged in the performance of the work.

   2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

   3. For work performed out of the ENGINEER'S home or branch office, the ENGINEER'S home office overhead and labor additive rate of 194.38 percent (for Fiscal Year Ending 12-31-2021) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.16 percent (for Fiscal Year Ending 12-31-2021) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the CONTRACT unless revised by Supplemental Agreement.

   4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

   5. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.

6. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed One-Hundred Ninety-Nine Thousand, Nine-Hundred Nine and no/100 Dollars ($199,909.00).

B. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

C. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.

D. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.

E. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENIGNEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

F. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be

construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE – For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except for Workers' Compensation Insurance and Professional Liability Insurance (PLI), shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. PROHIBITION OF BOYCOTTING

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

IX. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print: Clark Bailey

Its: Authorized Signer

Address: 2 20th St N. Ste, 800
Birmingham, AL 35203

Telephone: 205.558.5823

STATE OF ALABAMA
CITY OF MOBILE

I, _____, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Kimley-Horn and Associates, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A:

PROJECT LOCATION

Project Area Map

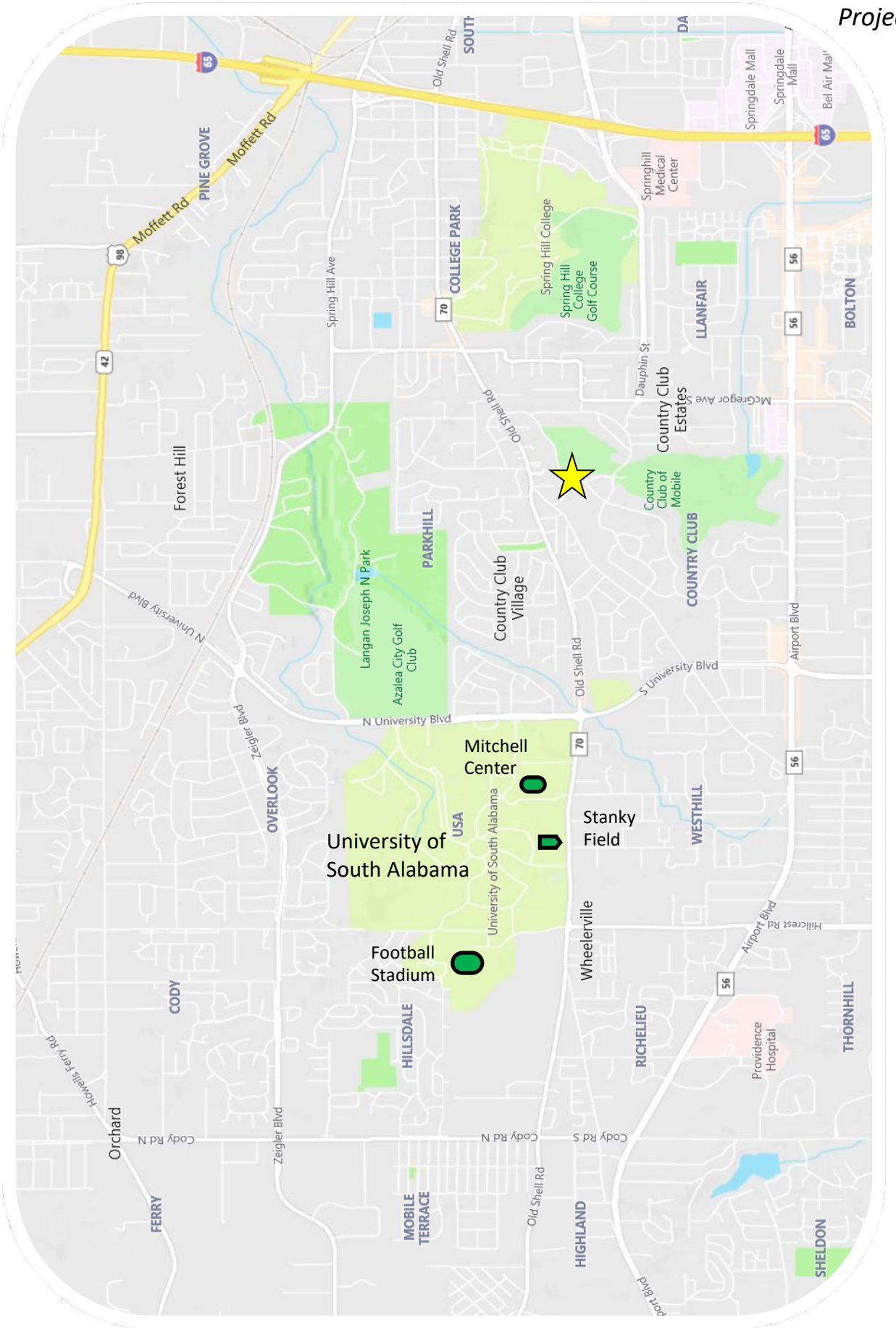

EXHIBIT B:

DETAILED MAN-DAY ESTIMATE

EXHIBIT C:

ENGINEER'S AUDITED RATE LETTER

EXHIBIT D:

INSURANCE CERTIFICATIONS

EXHIBIT E:

E-VERIFY AFFIDAVIT, DBE UTILIZATION REPORT AND SUBCONTRACTING AND MAJOR SUPPLIER PLAN

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

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 _____for _____ _____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_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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

Name: _____ Title: _____

Email: _____ Phone: _____

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

FORM 1: Background and Plan (Cont'd

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

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

_____/ _____/_____ Description_____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

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

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

Section 2(B)

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

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

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

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

_____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To perform electrical upgrades at Copeland Cox Tennis Center

Amount of Contract:

$34,610.00 combined

Funding Source

Project # Copeland Cox Tennis Center - Electrical Upgrades PR-037-23

Discretionary Funds

Project String C0765 $22,065.00 + C0823 $12,545.00 (20002000-42200)

Contract Number:4378 (C0765) and 4377 (C0823)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-037-23 Copeland Cox Tennis Center - Electrical Upgrades	Cover Memo	3/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	3/22/2023 - 3:07 PM
Capital	Rhodes, Brenda	Approved	3/22/2023 - 4:39 PM
Legal	Kern, Chris	Approved	3/23/2023 - 12:42 PM
Mayors	Montgomery, Brandi	Approved	3/23/2023 - 2:54

Office PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	DELL CONSULTING, LLC
Project Name:	COPELAND COX TENNIS CENTER – LED LIGHTING UPGRADES $22,065.00 (C0765) AND TENT ELECTRICAL POWER AND PANEL $12,545.00 (C0823)
Project Number:	PR-037-23
Amount:	$34,610.00 COMBINED

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0823 – TENNIS CTR ELEC POLES & PANELS

CAPITAL PROJECT #: C0823 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037-23

CONTRACT AMOUNT: $12,545.00

PROJECT DESCRIPTION: TO PROVIDE REPLACEMENT/UPGRADED POWER TO THE TENT AREA AT THE COPELAND COX TENNIS CENTER (851 GAILLARD DRIVE).

VENDOR NAME: DELL CONSULTING, LLC

VENDOR NUMBER: 290427

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:** 3/20/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0765 – TENNIS CTR LED LIGHTING UPGRADE

CAPITAL PROJECT #: C0765 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037-23

CONTRACT AMOUNT: $22,065.00

PROJECT DESCRIPTION: TO PROVIDE ONE FOR ONE REPLACEMENT OF THE LED LIGHTS ON ALL COURTS AT THE COPELAND COX TENNIS CENTER (851 GAILLARD DRIVE).

VENDOR NAME: DELL CONSULTING, LLC

VENDOR NUMBER: 290427

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:** 3/20/2023

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: Dell Consulting, LLC
813 Downtowner Boulevard, Suite D Mobile, Alabama 36609

City of Mobile Business License No.: 95684

Secretary of State Registration No.: 000-543-901

For the following Project: Copeland Cox-Tennis Center
LED Lighting Upgrades and Tent Electrical Power and Panel
851 Gaillard Drive
Mobile, Alabama 36608

Project Number: PR-037-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE:

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Thirty-Four Thousand Six Hundred Ten and 00/100 Dollars ($34,610.00), including Twenty-Two Thousand Sixty-Five and 00/100 Dollars ($22,065.00) for LED Lighting Upgrades and Twelve Thousand Five Hundred Forty-Five and 00/100 Dollars ($12,545.00) for Tent Electrical Power and Panel.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated January 31, 2023.

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:	Dell Consulting, LLC
Address:	813 Downtowner Boulevard, Suite D
	Mobile, Alabama 36609
Phone Number:	251-316-0015 / 850-332-6629
Email address:	christy@dellconsultingllc.com
Name:	Christina Marie
License No.:	50660

3.1 GENERAL REQUIREMENTS:

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the written Notice to Proceed. Deliverables shall be One (1) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

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 Exhibit 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 Exhibit 2, Payment Process.

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:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

CERTIFICATE OF LIABILITY INSURANCE ENDOREMENT PAGE

The policy endorsement listed below 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.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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. Consultant Proposals, dated January 31, 2023;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements; and
4. This Instrument (Agreement).

5.2 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. 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.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

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

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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: Dell Consulting, LLC

By Signature

Christina Marie, Professional 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 Christina Marie as Electrical Engineer of Dell Consulting, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 13th day of March, 2023.

NOTARY PUBLIC
My Commission Expires: 12-1-2023

ANGELA M. WELLS
Notary Public - State of Florida
Commission # GG 935733
My Comm. Expires 12-01-2023
Bonded Through
Western Surety Company-Southeast Team

dell consulting

813 Downtowner Boulevard
Suite D
Mobile, Alabama36609
P: 251.316.0015• F: 850.332.6629
www.dellconsultingllc.com

January 31, 2023

Ms. Shannon McIntyre
Architectural Engineer
City of Mobile
205 Government Street
Fifth Floor, Room 546
P.O. Box 1827
Mobile, Alabama 36633-1827

Re: Engineering Services Fee Proposal
Mobile Tennis Center LED Lighting

Dear Shannon,

We propose to render professional engineering services for the above referenced project. The owner of this project is the City of Mobile. The project scope includes several parts:

Lighting:

a. Field verification of the Court layout indicating pole locations and heights and providing documentation for a one for one replacement of the lights on all Courts excluding Courts 1 through 34. The main 120/240 single phase service will be upgraded as part of the base bid.
b. Adding bollards at the tennis center entry for supplemental lighting.

We propose to render services and make submittals as follows:

Lighting:	
Field Survey and documentation	$5,028.00
Cost Estimate	
100% Construction Documents	$12,617.00
Assistance During Bidding	
Construction Administration	$4,420.00

We propose a total fee of $22,065.00.

Additional services, if authorized, will be charged at our hourly rates which are attached.

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

Dell Consulting will provide your firm with .pdf files of drawings and specifications.

dell consulting

813 Downtowner Boulevard
Suite D
Mobile Alabama36609
P 251 316 0015• F: 850.332 6629
www.dellconsultingllc.com

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

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

Sincerely:

Christina Marie, P.E.
Dell Consulting, LLC

Approved by: _____

Date: _____

dell consulting

Mobile Tennis Center Lighting
Mobile, Alabama
Dell Project Number - XX-XXX

Task	Principal Engineer $195 /hr	Registered Engineer $155 /hr	Senior Designer - Partner $125 /hr	Senior Designer $105 /hr	RCDD $105 /hr	Engineer $98 /hr	Engineering Designer $84 /hr	CAD Tech $77 /hr	Clerical $52 /hr
Field Survey									
As Built / Demolition Drawings	0	8	0	0	0	18	0	0	0
Field Survey	0	8	0	0	0	8	0	0	0
Subtotal	0 hrs	16 hrs	0 hrs	0 hrs	0 hrs	26 hrs	0 hrs	0 hrs	0 hrs
	$0.00	$2,480.00	$0.00	$0.00	$0.00	$2,548.00	$0.00	$0.00	$0.00
Field Survey Fee =	$5,028.00								
Design									
Project Management	4	0	0	0	0	0	0	0	6
Meetings w/ Owner	2	2	0	0	0	0	0	0	0
Design Entry Lighting	0	1	0	0	0	1	0	0	0
Design Court Lighting	0	8	0	0	0	18	0	0	0
Specifications	0	8	0	0	0	18	0	0	0
Checking/Coordination	8	8	0	0	0	18	0	0	0
Subtotal	14 hrs	27 hrs	0 hrs	0 hrs	0 hrs	55 hrs	0 hrs	0 hrs	6 hrs
	$2,730.00	$4,185.00	$0.00	$0.00	$0.00	$5,390.00	$0.00	$0.00	$312.00
Design Fee =	$12,617.00								
Construction Administration									
Shop Drawing Review	0	4	0	0	0	8	0	0	0
Job Site Meetings	0	4	0	0	0	8	0	0	0
Closeout Review	0	4	0	0	0	8	0	0	4
Subtotal	0 hrs	12 hrs	0 hrs	0 hrs	0 hrs	24 hrs	0 hrs	0 hrs	4 hrs
	$0.00	$1,860.00	$0.00	$0.00	$0.00	$2,352.00	$0.00	$0.00	$208.00
Construction Administration Fee =		$4,420.00							
TOTAL FEE =	**$22,065.00**								

129 E Government St, Pensacola FL 32502 V. 850.332.5687 F. 850.332.6629

dell consulting

Effective Date: January 1, 2023

HOURLY RATES

Classification	Rate/Hour
Principal/Partner	$195
Registered Engineer (P.E.)	$155
Senior Designer – Partner	$125
Senior Designer	$105
RCDD	$105
Engineer (E.I.T.)	$98
Engineering Designer	$84
Drafting	$77
Clerical	$52

Reimbursable – Billed at cost plus 10%

129 E. Government · Pensacola, FL 32502 · Phone: 850-332-5687 · Fax: 850-332-6629 · email: lynn@dellconsultingllc.com
813 Downtowner Blvd. Suite D · Mobile, AL 36609 · Phone: 251-316-0015

dell consulting

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www.dellconsultingllc.com

January 31, 2023

Ms. Shannon McIntyre
Architectural Engineer
City of Mobile
205 Government Street
Fifth Floor, Room 546
P.O. Box 1827
Mobile, Alabama 36633-1827

Re: Engineering Services Fee Proposal
Mobile Tennis Center Tent power and HVAC

Dear Shannon,

We propose to render professional engineering services for the above referenced project. The owner of this project is the City of Mobile. The project scope includes several parts:

Power:

a. Replacement of existing service currently feeding receptacles at the tent area. This service shall be upgraded, and permanent power shall be installed to serve new HVAC and receptacles at the tents, eliminating extension cords.
b. Provide grounding of all steel for safety and code compliance.
c. Provide and install power to security cameras. The electrical documents will provide direction to the contractor for installing the power to support the security cameras.

We propose to render services and make submittals as follows:

Tent power and HVAC:	
Field Survey and documentation	$3,200.00
Cost Estimate	
100% Construction Documents	$6,841.00
Assistance During Bidding	
Construction Administration	$2,504.00

We propose a total fee of $12,545.00.

Additional services, if authorized, will be charged at our hourly rates which are attached.

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

Dell Consulting will provide your firm with .pdf files of drawings and specifications.

dell consulting

813 Downtowner Boulevard
Suite D
Mobile, Alabama36609
P. 251 316 0015 F 850 332.6529
www.dellconsultingllc.com

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

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

Sincerely:

Christina Marie

Christina Marie, P.E.
Dell Consulting, LLC

Approved by: _____

Date: _____

dell consulting

Mobile Tennis Center HVAC
Mobile, Alabama
Dell Project Number - XX-XXX

Task	Principal Engineer $195 /hr	Registered Engineer $155 /hr	Senior Designer - Partner $125 /hr	Senior Designer $105 /hr	RCDD $105 /hr	Engineer $98 /hr	Engineering Designer $84 /hr	CAD Tech $77 /hr	Clerical $52 /hr
Field Survey									
As Built / Demolition Drawings	0	4	0	0	0	10	0	0	0
Field Survey	0	4	0	0	0	10	0	0	0
Subtotal	0 hrs	8 hrs	0 hrs	0 hrs	0 hrs	20 hrs	0 hrs	0 hrs	0 hrs
	$0.00	$1,240.00	$0.00	$0.00	$0.00	$1,960.00	$0.00	$0.00	$0.00
Field Survey Fee =	$3,200.00								
Design									
Project Management	4	0	0	0	0	0	0	0	6
Meetings w/ Owner	2	2	0	0	0	0	0	0	0
Design Power Cameras	0	1	0	0	0	1	0	0	0
Design Electrical HVAC	0	4	0	0	0	10	0	0	0
Specifications	0	4	0	0	0	2	0	0	0
Checking/Coordination	4	4	0	0	0	10	0	0	0
Subtotal	10 hrs	15 hrs	0 hrs	0 hrs	0 hrs	23 hrs	0 hrs	0 hrs	6 hrs
	$1,950.00	$2,325.00	$0.00	$0.00	$0.00	$2,254.00	$0.00	$0.00	$312.00
Design Fee =	$6,841.00								
Construction Administration									
Shop Drawing Review	0	2	0	0	0	5	0	0	0
Job Site Meetings	0	2	0	0	0	5	0	0	0
Closeout Review	0	2	0	0	0	5	0	0	2
Subtotal	0 hrs	6 hrs	0 hrs	0 hrs	0 hrs	15 hrs	0 hrs	0 hrs	2 hrs
	$0.00	$930.00	$0.00	$0.00	$0.00	$1,470.00	$0.00	$0.00	$104.00
Construction Administration Fee =		$2,504.00							
TOTAL FEE =	$12,545.00								

129 E Government St, Pensacola FL 32502 V. 850.332.6687 F. 850.332.6629

dell consulting

Effective Date: January 1, 2023

HOURLY RATES

Classification	Rate/Hour
Principal/Partner	$195
Registered Engineer (P.E.)	$155
Senior Designer – Partner	$125
Senior Designer	$105
RCDD	$105
Engineer (E.I.T.)	$98
Engineering Designer	$84
Drafting	$77
Clerical	$52

Reimbursable – Billed at cost plus 10%

129 E. Government · Pensacola, FL 32502 · Phone: 850-332-5687 · Fax: 850-332-6629 · email: lynn@dellconsultingllc.com
813 Downtowner Blvd. Suite D · Mobile, AL 36609 · Phone: 251-316-0015

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# PR-037-23 Current Date 2 / 16 / 23

Project Description Copeland-Cox Tennis Center - LED Lighting Upgrades & Tent Electrical Power and Panel

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Electrical design services project with one trade only in contract. No sub-Consultants to be used.

Cassie Boatwright
Requested By (Department Director)

(Signature)	Director of REAM (Title)	2-19-23 (Date)

251-208-7627
Telephone Number

boatwright@cityofmobile.org
Email Address

Roger Cook, Small and Disadvantaged Business Coordinator
Reviewed By (Office of Supplier Diversity)

Archinique Kidd (Signature)	Supplier Diversity Manager (Title)	3/8/2023 (Date)

AK
Approved By (CAO)

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

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	DELL CONSULTING LLC
Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Telephone	251-316-0015 ext 201
E-Mail	CHRISTY@DELLCONSULTING LLC.COM

RFP/RFQ Solicitation Number	PR-087-23
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 21 Female 6 Minority 1 Non-minority 26 SDVO _____
	Total #of Employees 27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTINA MARIE

Signature: [signature] Date: 03/13/2023

Title: PROFESSIONAL ENGINEER

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

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Dell Consulting LLC Your Bid/Proposal Amount $ 34,610.00 Date: 3/13/23

Description Electrical design services at the Copeland-Cox Tennis Cntr.

Name of Bidder/Proposer: Andy Maurin

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
N/A		No Subs required.				

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Drill Consulting, LLC

Contact Person: Andy Mavrin Phone 251-316-0015 Email cmvrin@drillconsulting LLC.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 (X)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

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

Section 2(B)

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

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

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

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

_____

_____

Alabama Secretary of State

Dell Consulting, LLC	
Entity ID Number	000 - 543 - 901
Entity Type	Foreign Limited Liability Company
Principal Address	129 E. Government St. Pensacola, FL 32502
Principal Mailing Address	129 E. Government St. Pensacola, FL 32502
Status	Exists
Place of Formation	Florida
Formation Date	02/26/2019
Qualify Date	02/26/2019
Registered Agent Name	Maurin, Andy
Registered Office Street Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Registered Office Mailing Address	813 Downtowner Blvd Suite D Mobile, AL 36609
Nature of Business	
Doing Business in AL Since	09/25/2012
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/26/2019 Certificate of Formation 2 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 529567

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 Dell Consulting LLC	
Harold Dell	
Name (Please Type or Print)	Title
Electronically Signed	**03/29/2012**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**03/29/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Dell Consulting LLC**
Company Facility Address:	**129 E. Government Street**
	Pensacola, FL 32502
Company Alternate Address:	
County or Parish:	**ESCAMBIA**
Employer Identification Number:	**262717366**

E-Verify

Company ID Number: 529567

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Lisa B Amspacher**		
Telephone Number:	**(850) 332 - 5687**	Fax Number:	**(850) 332 - 6629**
E-mail Address:	**operations@dellconsultingllc.com**		
Name:	**Harold L Dell**		
Telephone Number:	**(850) 332 - 5687**	Fax Number:	**(850) 332 - 6629**
E-mail Address:	**operations@dellconsultingllc.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2023

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: Nicole McNorton
Higginbotham Insurance Agency, Inc. 11 West Garden St. Pensacola FL 32502	PHONE (A/C, No, Ext): 850-601-0866 FAX (A/C, No): E-MAIL ADDRESS: NMcNorton@higginbotham.net
License#: 2081754	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED Dell Consulting LLC 129 East Government Street Pensacola FL 32502	INSURER A: Hartford Casualty Insurance Company 29424 INSURER B: Technology Insurance Company 42376 INSURER C: INSURER D: INSURER E: INSURER F:

DELLCON-01

COVERAGES **CERTIFICATE NUMBER:** 1295905128 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Borrowed Aut	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	21SBMIG4524	1/12/2023	1/12/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	TWC4177906	12/5/2022	12/5/2023	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)

#PR-037-23 Copeland Cox-Tennis Center - DELL CONSULTING Project No.: 23-023 - LED Lighting Upgrades and Tent Electrical Power and Panel Location - 851 Gaillard Drive Mobile, AL 36608

City of Mobile is included as an additional insured in respect to general liability and umbrella liability as required by written contract. All policies except workers compensation shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies favor of City of Mobile with respect to general liability, umbrella liability and worker's comp. A 30 day notice of cancellation applies except 10 days for non-pay to general liability, umbrella liability, and worker's comp.

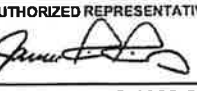
CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Client#: 1052462 DELLCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Marini
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: linda.marini@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dell Consulting, LLC 129 East Government St. Pensacola, FL 32502	INSURER A : Liberty Insurance Underwriters, Inc.	19917
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEX1021600008	10/21/2022	10/21/2023	$1,000,000 per claim $2,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

RE: #PR-037-23 Copeland Cox-Tennis Center, Dell Consulting Project #23-023, LED Lighting Upgrades and Tent Electrical Power and Panel, 851 Gaillard Drive, Mobile, AL 36608.

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	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 Bim Cook

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AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Nick Amberger, City Engineer
Carleen Stout-Clark, Real Estate Officer, RE Department

Sponsored by:

Councilmember C.J. Small and Mayor William S. Stimpson

Purpose and Scope of Project:

Grant Three Permanent Sanitary Sewer Easements and Temporary Construction Easements, to the Board of Water and Sewer Commissioners, as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CM0B8190299.

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/20/2023
Permanent Sanitary Sewer Easement and TCE	Exhibit	3/20/2023
Permanent Sanitary Sewer Easement and TCE	Exhibit	3/20/2023
Permanent Sanitary Sewer Easement and TCE	Exhibit	3/20/2023

REVIEWERS:

Department Reviewer	Action	Date
		3/22/2023 - 3:02

Real Estate	Boatwright, Cassie	Approved	PM
Legal	Kern, Chris	Approved	3/22/2023 - 3:19 PM
Mayors Office	Montgomery, Brandi	Approved	3/23/2023 - 2:57 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson, Council Membesr C. J. Small and Joel Daves.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Three (3) Permanent Sanitary Sewer Easement and Temporary Construction Easements as needed for the Eslava Creek Trunk Sewer Upgrades Project No. CMOB190299 as prepared by GMC, to the **BOARD OF WATER AND SEWER COMMISSIONERS of the City of Mobile**, Copies of which are attached hereto and made a part hereof as though fully set forth herein.

Adopted:

_____

City Clerk

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its: Mayor

ATTEST:

_____

Its: City Clerk

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By Dale Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

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

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 16th day of March 2023.

Notary Public, State of Alabama

My Commission Expires

ANITA S DIONNE
My Commission Expires
July 9, 2025

NOTARY PUBLIC

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 2268012
CITY OF MOBILE

PERMANENT SEWER EASEMENT

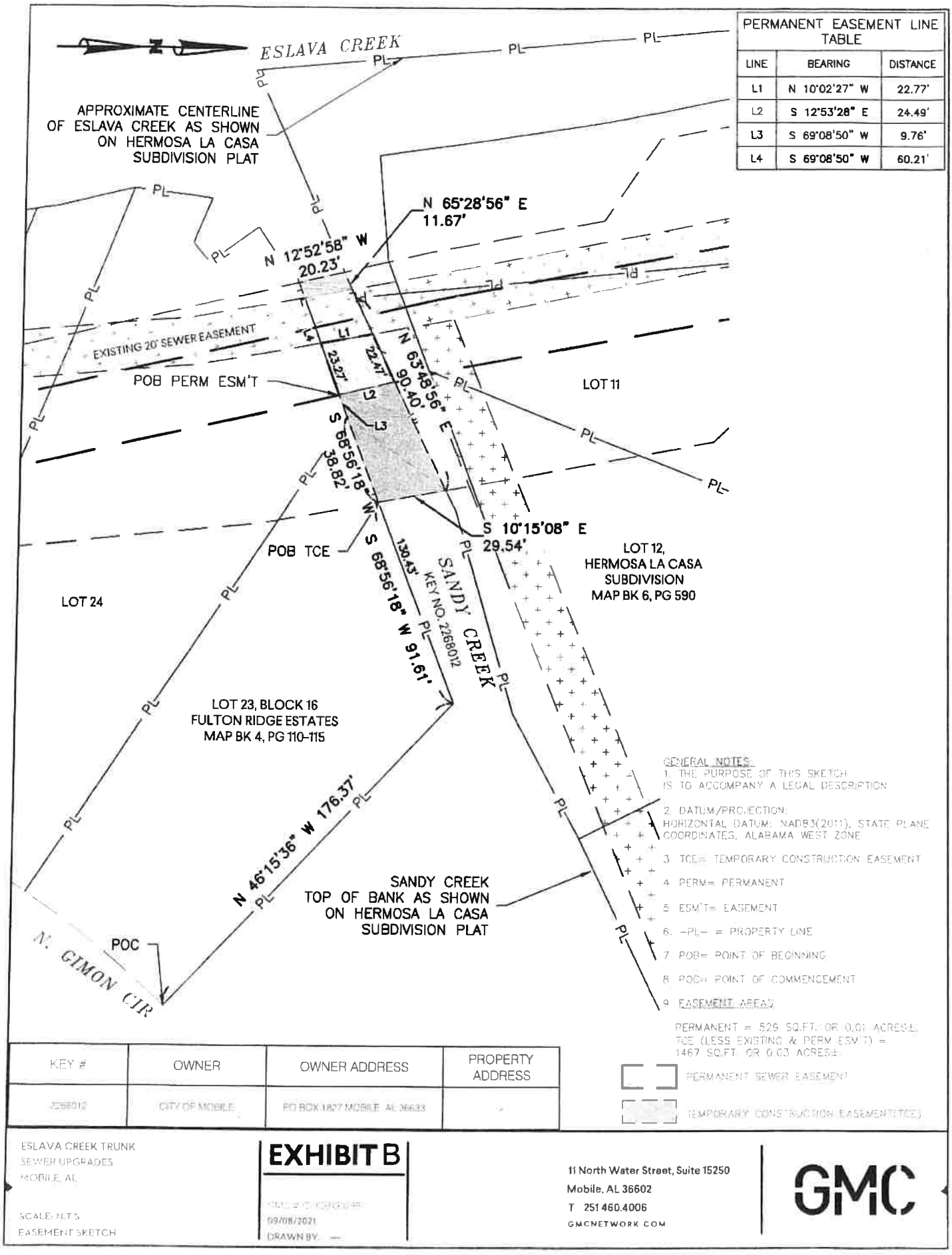
COMMENCING AT THE SOUTHEAST CORNER OF LOT 23, FULTON RIDGE ESTATES, AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. GIMON CIRCLE; THENCE RUN ALONG SAID EAST LINE OF SAID LOT AND THE PROJECTION OF THERE OF N 46°15'36" W 176.37 FEET TO A POINT; THENCE RUN S 68°56'18" W 130.43 FEET TO A POINT; THENCE RUN S 69°08'50" W 9.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 69°08'50" W 23.27 FEET TO A POINT ON AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG SAID EASEMENT N 10°02'27" W 22.77 FEET TO A POINT; THENCE RUN N 63°48'56" E 22.47 FEET TO A POINT; THENCE RUN S 12°53'28" E 24.49 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 529 SQ. FT. OR 0.01 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23, FULTON RIDGE ESTATES, AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. GIMON CIRCLE; THENCE RUN ALONG SAID EAST LINE OF SAID LOT AND THE PROJECTION OF THERE OF N 46°15'36" W 176.37 FEET TO A POINT; THENCE RUN S 68°56'18" W 91.61 FEET TO THE POINT OF BEGINNING; THENCE RUN S 68°56'18" W 38.82 FEET TO A POINT ON THE NORTHWEST CORNER OF LOT 23; THENCE RUN ALONG THE NORTH LINE OF LOT 24 S 69°08'50" W 60.21 FEET TO A POINT; THENCE RUN N 12°52'58" W 20.23 FEET TO A POINT; THENCE RUN N 65°28'56" E 11.67 FEET TO A POINT; THENCE RUN N 63°48'56" E 90.40 FEET TO A POINT; THENCE RUN S 10°15'08" E 29.54 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 1467 SQ. FT. OR 0.03 ACRES, MORE OR LESS.

"EXHIBIT B"



PERMANENT EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 10°02'27" W	22.77'
L2	S 12°53'28" E	24.49'
L3	S 69°08'50" W	9.76'
L4	S 69°08'50" W	60.21'

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 529 SQ.FT. OR 0.01 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 1467 SQ.FT. OR 0.03 ACRES±

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
226012	CITY OF MOBILE	PO BOX 1827 MOBILE, AL 36633	

ESLAVA CREEK TRUNK SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S.
EASEMENT SKETCH

EXHIBIT B

09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the

soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
2. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
3. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
4. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
5. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
6. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.
7. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.

8. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
9. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
10. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
11. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____. 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its: Mayor

ATTEST:

_____

Its: City Clerk

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By Doug L. Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

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

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 16th day of March 2023.

Notary Public, State of Alabama

My Commission Expires:

ANITA L DIONNE
My Commission Expires
July 9, 2025

Grantee
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 959207
CITY OF MOBILE

PERMANENT SEWER EASEMENT

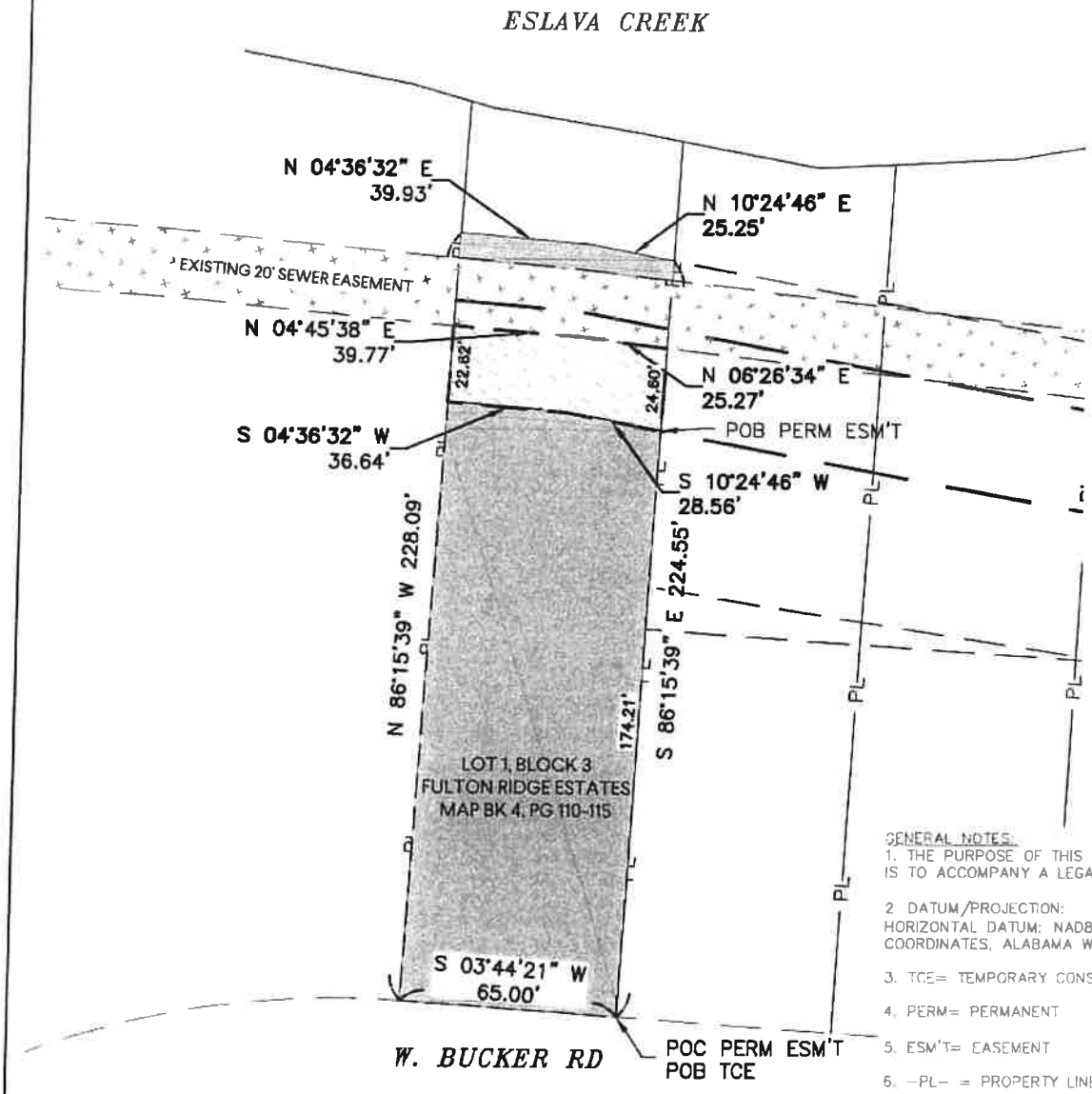
COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE NORTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 86°15'39" W 174.21 FEET TO THE POINT OF BEGINNING; THENCE RUN S 10°24'46" W 28.56 FEET TO A POINT; THENCE RUN S 04°36'32" W 36.64 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF SAID LOT; THENCE RUN N 86°15'39" W 22.62 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG SAID EAST SIDE OF THE EXISTING EASEMENT AS FOLLOWS: N 04°45'38" E 39.77 FEET TO A POINT; THENCE RUN N 06°26'34" E 25.27 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF SAID LOT; THENCE RUN S 86°15'39" E 24.60 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1496 SQ. FT. OR 0.03 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE RUN ALONG SAID WEST RIGHT OF WAY LINE S 03°44'21" W 65.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE SOUTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 86°15'39" W 228.09 FEET TO A POINT; THENCE RUN N 04°36'32" E 39.93 FEET TO A POINT; THENCE RUN N 10°24'46" E 25.25 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF SAID LOT; THENCE RUN S 86°15'39" E 224.55 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 11,979 SQ. FT. OR 0.27 ACRES, MORE OR LESS.

"EXHIBIT B"



GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 1496 SQ.FT. OR 0.03 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 11979 SQ.FT. OR 0.27 ACRES±

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
959207	CITY OF MOBILE	2250 GOVERNMENT PLAZA OFFICE OF CITY CLERK MOBILE , AL 36644	1270 W BUCKER RD

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S
EASEMENT SKETCH

EXHIBIT B

GMC # GM.0215735
09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

PERMANENT SANITARY SEWER EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantor") for and in consideration of the amount of Ten and No/100 ($10.00) Dollars, cash in hand paid to the undersigned by the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantee") receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the public, DO HEREBY, to the extent of Grantor's power and authority to do so, and subject to the terms and conditions set forth herein, **REMISE, RELEASE, QUITCLAIM** and **CONVEY** unto the **BOARD OF WATER AND SEWER COMMISIONERS OF THE CITY OF MOBILE,** its successors and assigns, a permanent easement for construction, operation, inspection, maintenance, replacement and removal of a sanitary sewer line under the soil on a strip of land running across a parcel of real property, in the County of Mobile, State of Alabama which strip and easement are more particularly described and follows:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns, for so long as the Grantee, its successors and assigns, shall continue to use said easement for such purposes as stated herein.

Except as otherwise provided herein, Grantee does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment or use of said easement, including the right of necessary and reasonable ingress and egress by the agents and employees of Grantee, its successors and assigns, over, and across the strip of land hereinabove described

for the purpose of laying, inspecting, repairing, and maintaining said line or lines under the soil along said strip. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the following terms and conditions:

1. The GRANTEE, for public safety concerns, will be solely responsible for filling in and covering up all construction during non work hours.
2. The GRANTEE, for public safety concerns, will be solely responsible for removable of all tools and equipment from the construction site during non work hours.
3. The GRANTEE, for public safety concerns, will appropriately secure the work zone throughout the construction process.
4. The GRANTEE will contact Dan Otto, City of Mobile Park Superintendent 208-1604, and give notice of the beginning of this project and again at its end.
5. This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.
6. All construction and maintenance of the sanitary sewer line or lines will be the full responsibility of the Water and Sewer Board.
7. All construction and maintenance of the sanitary sewer line must comply with FEMA and City of Mobile regulations for construction in Floodzone and Floodway areas.
8. GRANTEE covenants that the initial improvements to the Subject Property will be in substantial compliance with the GRANTOR'S storm water ordinances and with those engineering drawings prepared by Goodwyn Mills Cawood titled, Eslava Creek Trunk Sewer Upgrades GMC # CMOB8190299, dated September 8th, 2021 which such drawing is hereby incorporated by reference herein as a part hereof. The said sanitary sewer line shall be constructed only after approval by the GRANTOR'S Engineering Department via the GRANTOR'S Land Disturbance Permitting Process.
9. Any City owned drainage improvements and/or structures are to be identified, noted and protected on plans submitted via the GRANTOR'S Land Disturbance Permitting Process.
10. GRANTEE, in the construction or maintenance of the Sanitary Sewer Line, will not be permitted to interfere with maintenance operations, nor alter the hydraulic

capacity or function of any adjacent drainage systems. Any damage to the said drainage systems resulting from activities by the GRANTEE will be repaired or replaced to design capacity and function at GRANTEE'S sole expense.

11. Any and all lands and /or improvements, disturbed in the utilization of the rights hereby granted will be restored by the Water and Sewer Board to a condition substantially the same as existed immediately prior to said disturbance; GRANTEE must establish vegetation or provide other means of erosion control on all areas disturbed by any of its activities and any erosion caused by its activities must be repaired all at no direct cost to the GRANTORS.
12. GRANTOR reserves the right to use and enjoy its own rights in the property described herein, including but not limited to landscape, pave, build drives and parking areas provided that GRANTORS, their successors and assigns, shall not excavate, construct or permit to be constructed on or over said strip any obstruction that may interfere with the rights hereby granted.
13. The easement granted hereby may not be conveyed by the GRANTEE without the written consent of the GRANTOR, which such consent will be granted or withheld at the sole discretion of the GRANTOR.
14. Except as otherwise provided herein, GRANTEE does hereby obtain all rights and privileges necessary or convenient for full enjoyment or use of said easement.
15. The rights conveyed pursuant to this easement shall be deemed conveyed when this instrument is signed by both parties hereto.

In and for the same consideration hereinabove recited, Grantor does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the sanitary sewer line on adjacent land, a temporary construction easement, said easement being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO

AS SHOWN IN "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above described property. It is understood and agreed by all parties hereto that the rights hereby granted are subject to the same ten terms and conditions hereinabove recited.

IN WITNESS WHEREOF, this instrument is executed this the _____day of _____, 2023.

GRANTOR:

CITY OF MOBILE, a Municipal Corporation

By_____

Its: Mayor

ATTEST:

_____

Its: City Clerk

GRANTEE

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,

a Public Corporation

By Daryl Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

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

_____

Notary Public, State of Alabama

My Commission Expires:_____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 16th day of March 2023.

_____

Notary Public, State of Alabama

My Commission Expires:_____

NOTARY PUBLIC ANITA L DIONNE My Commission Expires July 9, 2025

Grantee

Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantor:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by

City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

"EXHIBIT A"

KEY # 959074
CITY OF MOBILE

PERMANENT SEWER EASEMENT

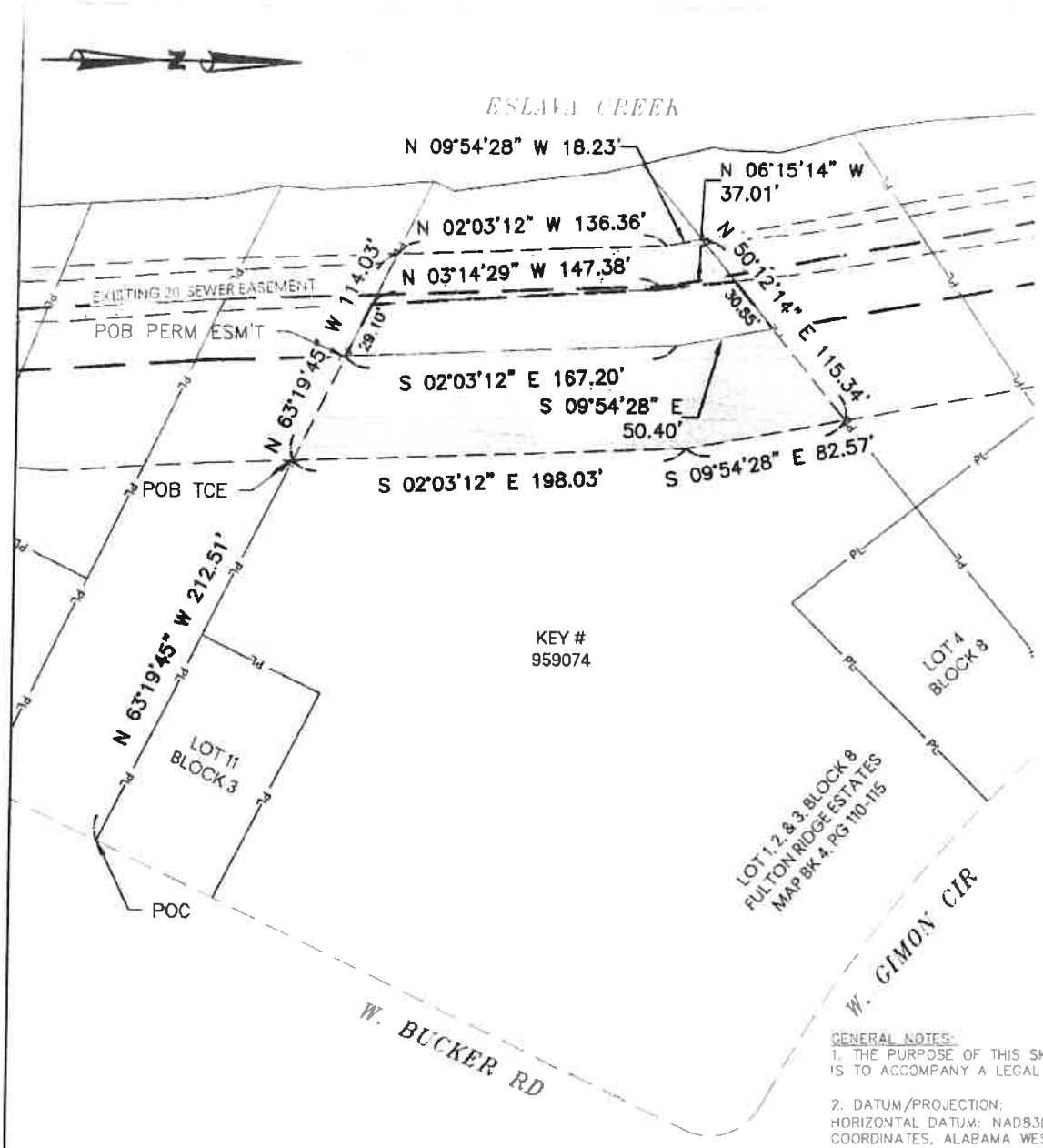
COMMENCING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE SOUTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 63° 19' 45" W 269.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 63° 19' 45" W 29.10 FEET TO A POINT ON THE EAST SIDE OF AN EXISTING 20 FOOT SEWER EASEMENT; THENCE RUN ALONG THE EAST SIDE OF SAID EASEMENT AS FOLLOWS: N 03°14'29" W 147.38 FEET TO A POINT; THENCE RUN N 06°15'14" W 37.01 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF LOT 4, BLOCK 8 OF SAID SUBDIVISION; THENCE RUN N 50°12'14" E 30.85 FEET TO A POINT; THENCE RUN S 09°54'28" E 50.40 FEET TO A POINT; THENCE RUN S 02°03'12" E 167.20 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 5456 SQ. FT. OR 0.12 ACRES, MORE OR LESS.

TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 3, FULTON RIDGE ESTATES AS PER PLAT RECORDED IN MAP BOOK 4, PAGE 110-115 IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA; SAID POINT ALSO LYING ON WEST RIGHT OF WAY LINE OF W. BUCKER ROAD; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, RUN ALONG THE SOUTH LINE OF SAID LOT AND THE PROJECTION THEREOF N 63° 19' 45" W 212.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 63° 19' 45" W 114.03 FEET TO A POINT; THENCE RUN N 02°03'12" W 136.36 FEET TO A POINT; THENCE RUN N 09°54'28" W 18.23 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF LOT 4, BLOCK 8 OF SAID SUBDIVISION; THENCE RUN N 50°12'14" E 115.34 FEET ON SAID NORTH LINE TO A POINT ALONG SAID PROJECTION; THENCE RUN S 09°54'28" E 82.57 FEET TO A POINT; THENCE RUN S 02°03'12" E 198.03 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE ABOVE DESCRIBED PERMANENT EASEMENT, AND LESS AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE EXISTING 20' SEWER EASEMENT. SAID EASEMENT CONTAINING 12,874 SQ. FT. OR 0.30 ACRES, MORE OR LESS.

"EXHIBIT B"



GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
2. DATUM/PROJECTION: HORIZONTAL DATUM: NAD83(2011), STATE PLANE COORDINATES, ALABAMA WEST ZONE
3. TCE= TEMPORARY CONSTRUCTION EASEMENT
4. PERM= PERMANENT
5. ESM'T= EASEMENT
6. -PL- = PROPERTY LINE
7. POB= POINT OF BEGINNING
8. POC= POINT OF COMMENCEMENT
9. EASEMENT AREAS

PERMANENT = 5456 SQ.FT. OR 0.12 ACRES±
TCE (LESS EXISTING & PERM ESM'T) = 12,874 SQ.FT. OR 0.30 ACRES±.

PERMANENT SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT(TCE)

KEY #	OWNER	OWNER ADDRESS	PROPERTY ADDRESS
959074	CITY OF MOBILE	205 GOVERNMENT PLAZA OFFICE OF CITY CLERK MOBILE, AL 36644	

ESLAVA CREEK TRUNK
SEWER UPGRADES
MOBILE, AL

SCALE: N.T.S
EASEMENT SKETCH

EXHIBIT B

GMC # CUC3190239
09/08/2021
DRAWN BY: —

11 North Water Street, Suite 15250
Mobile, AL 36602
T 251.460.4006
GMCNETWORK.COM

GMC

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 2:20 PM

R E S O L U T I O N

Sponsored by: Councilmember Penn

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:	Sidewayz Enterprises, Inc.
Location:	Sidewayz Restaurant 3211 Springhill Avenue Mobile, AL 36607

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 5571

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.20.2023

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: *SIDEWAYZ ENTERPRISES INC*

Trade Name: SIDEWAYZ RESTAURANT

Location: 3211 SPRINGHILL AVENUE MOBILE AL 36607

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA DATE 04.04.2023

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

OFFICE OF THE CITY COUNCIL

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P.O. Box 1151
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This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA DATE 04.04.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

AGENDA DATE 04.04.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5571

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

SIDEWAYZ ENTERPRISES INC has filed application with the City of
(Name of Applicant)

020 - RESTAURANT RETAIL LIQUOR

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: *SIDEWAYZ ENTERPRISES INC*

TRADE NAME: SIDEWAYZ RESTAURANT

LOCATED AT: 3211 SPRINGHILL AVENUE MOBILE AL 36607

☐ 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: SHINORMI L FOSTER PHONE#: 251.348.7821

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 03.20.2023
Application No: 5571

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: *N/A*

Name of Applicant(s) ***SIDEWAYZ ENTERPRISES INC***

Ownership: ***CORPORATION***

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
FOSTER, SHINORMI LAKOLE	MEMBER	06.10.1983 MOBILE (MOBILE) AL	1

Corporate information: 843-776 (Enter book & page or document info) Date: 03.30.2021 (Incorporation or Authority) County: MOBILE

Trade Name ***SIDEWAYZ RESTAURANT***

Location 3211 SPRINGHILL AVENUE MOBILE AL 36607

Mailing Address 3211 SPRINGHILL AVENUE MOBILE AL 36607
(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? 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?

NO SF

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** Shinormi Foster

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** Shi Foster

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 03.20.2023

The undersigned SIDEWAYZ ENTERPRISES INC dba SIDEWAYZ RESTAURANT - SHINORMI L FOSTER

(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.

Shi Foster

Signature of Affiant

Sworn to and subscribed before, me this *20th* day of *MARCH* 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 SHINORMI L FOSTER E-mail: SHINORMIFOSTER@GMAIL.COM

Phone Number: Home: 251.348.7821 Cell: 251.348.7821 Bus: 251.348.7821

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 350 License premises includes patio area *NO*

Square Footage 5000

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
FOSTER, SHINORMI LAKOLE	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: T&L INVESTMENT PROPERTIES LLC 251.207.9469

Address of Property Owner/Lessor

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) SF

CITY OF MOBILE

REVENUE DEPARTMENT

March 20, 2023

SIDEWAYZ RESTAURANT

3211 SPRING HILL AVENUE

MOBILE, AL 36607 USA

ACCOUNT NUMBER: 120362 TERRITORY 1

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1515435	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

032851-0001 SHAWN S. 03/20/2023 01:49PM

BUSINESS LICENSE
SIDEWAYZ RESTAURANT
120362
2023 Item: 1515435
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: SIDEWAYZ RESTAURANT

Thank you for your payment

CUSTOMER COPY

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
3/10/2023	NO		4/14/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
New business		NO

License Type applied for with Alabama ABC Board	
Beer, wine, liquor	

Business Information

Business Description/Activity	Other Explain
Restaurant	

Legal Business Name	Trade Name (DBA)
Sideways enterprises INC	Sideways Restaurant

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
Corp	3-30-2021	3211 Springhill Ave mobile AL 36607

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
3211 Springhill	mobile	AL	36607

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
mobile	Al	36607	3211 Springhill Ave

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
3211 Springhill Ave	mobile	Al	36607

City	State	Zip Code	Business Phone Number	Building Type
mobile	Al	36693	(251) 348-7821	single structure

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
(251) 348-7821	86-3003558	R011644170	Business

Business Contact Person Information

Name	Title	Phone	Email
Shinormi Foster	owner ~~86-3003558~~	(251) 207-9469	Shinormi.foster@gmail.com

Land/Building Information

Do you own or rent/lease the property?

Property Owner Name	Do you have a legal description of property?
T&L investment Properties LLC	Required - see page 3 of this application

Pr	Prop Owner Phone	Property Owner Email
S	(251) 207-9469	Shinormi.foster@gmail.com

Pro	Building Seating Capacity	Building Square Footage
[illegible]	300	5,000

Fully equipped & operational kitchen [illegible]	Equipped with table and chairs	yes
If NO, any food served (if YES explain below)	Equipped for on premise consumption	yes
Habitually used for providing food to public yes	Restroom Facilities yes	Patio Area NO

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230314140556207

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

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

Trade Name: SIDEWAYZ RESTAURANT **Filing Fee:** $50.00

Applicant: SIDEWAYZ ENTERPRISES INC **Transfer Fee:**

Location Address: 3211 SPRINGHILL AVE MOBILE, AL 36607

Mailing Address: 3211 SPRINGHILL AVE MOBILE, AL 36607

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 843-776

Do you sell Draft Beer?:

Date Incorporated: 03/30/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 03/30/2021

Federal Tax ID: 86-3003558 **Alabama State Sales Tax ID:** R011644170

Name:	Title:	Date and Place of Birth:	Residence Address:
SHINORMI LAKOLE FOSTER 7113948 - AL	OWNER	06/10/1983 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? 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: SHINORMI FOSTER
Business Phone: 251-348-7821
Fax:

Home Phone: 251-207-9469
Cell Phone: 251-207-9469
E-mail: SHINORMIFOSTER@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: 20230314140556207

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: T AND L INVESTMENT PROPERTIES LLC 251-386-8836
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: 5000 Display Square Footage:
Building seating capacity: 350 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230314140556207

Initial each	Signature page
SF	In reference to law violations, I attest to the truthfulness of the responses given within the application.
SF	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
SF	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.
SF	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.
SF	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.
SF	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): Shinorni Foster

Signature of Applicant: Shinorni Foster

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 3/14/23 **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:**

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
Foster Shinormi LAKole	Owner	

Race	Sex	Date of Birth	Home Address
BIK	Female		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AI	36693

Place of Birth (City, State, Nation)	Mobile Number	Email
Mobile, AI, USA	(251) 207-9469	Shinormi.Foster@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)
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

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

February 24th, 2023

Dear Ms. Foster,

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
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:FOSTER,SHINORMI LAKOLE
SOC:
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

Sidewayz Enterprises Inc

2. THIS FORM WAS PREPARED BY:

Richard Lindsey

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Shinormi L Foster

MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA.):

food service

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

843-776 D/C

Date	03/30/2021
Time	07:00:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1000 PAR VALUE (OPTIONAL): 1.00

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
Richard A Lindsey	1050 Hillcrest Rd, Ste A Mobile, AL 36695	1050 Hillcrest Rd, Ste A Mobile, AL 36695

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

03/30/2021
DATE

Richard A Lindsey Incorporator
ELECTRONIC SIGNATURE & TITLE/CAPACITY

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:

Sidewayz Enterprises Inc

This name reservation is for the exclusive use of Richard Lindsey, 1050 Hillcrest Rd, Ste A, , , Mobile, AL 36695 for a period of one year beginning March 30, 2021 and expiring March 30, 2022

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.

March 30, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES941206

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Corporation:

   Sidewayz Enterprises Inc

2. The date the Certificate of Incorporation was filed: 03 / 30 / 2021 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 000 - 843 - 776 **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.**

4. The titles, dates, and places of filing of any previous amendments: _____

(For SOS Use Only)

Alabama
Sec. Of State

000-843-776 D/C

Date	02/28/2023
Time	14:29:11
File	$100.00
Total	$100.00

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 02 / 28 / 2023 (format MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**
*Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3).

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ◉ The board of directors without stockholder action approved the Amendment. Stockholder action was not required.

7. ○ The stockholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:

   a. The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.

   b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.

8. ○ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

02 / 28 / 2023
Date (MM/DD/YYYY)

Shinormi Foster
Signature as required by 10A-2A-1.20

President
Title/Capacity to Sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name Sidewayz Enterprises Inc	**Entity ID** 000-843-776
Type Business Corporation	**Formation Date** 2021-03-30

Principal Address

Original	Amended
Physical Address	**Physical Address** 3211 Springhill Ave Mobile, AL 36607
Mailing Address	**Mailing Address** 3211 Springhill Ave Mobile, AL 36607

Directors and Addresses

Original

Director	Street Address	Mailing Address

Amended

Director	Street Address	Mailing Address	
Shinormi Foster	3211 Springhill Ave Mobile, AL 36607	3211 Springhill Ave Mobile, AL 36607	(Edited)

LETTER TO VERIFY OWNERSHIP

DATE: 2-28-2023

To Whom It May Concern:

This letter is to certify that **Shinormi Foster** is the sole owner of **Sidewayz Enterprises Inc.** Entity ID# **000843776** And has 100% ownership in Sidewayz Enterprises Inc.

Shinormi Foster
(Print Name)

Shinormi Foster
(Signature)

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0458130485
Mar 14, 2023 LTR 147C
86-3003558

SIDEWAYZ ENTERPRISES INC
SIDEWAYZ RESTAURANT
3211 Springhill Ave
MOBILE AL36607

Taxpayer Identification Number: 86-3003558

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of March 14th, 2023.

Your Employer Identification Number (EIN) is 86-3003558. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

J.GRANDE
1004741464
Customer Service Representative

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SIDEWAYZ ENTERPRISES INC
3211 SPRING HILL AVE
MOBILE, AL 36607-1809

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011644170	03/10/2023	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: 722513

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet W. Statheopoulos

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			Beer, wine, liquor	
Legal Business Name			**Trade Name (DBA)**	
Sideways Enterprises INC			Sideways Restaurant	
Physical Address of Business (Street Name, Suite #)			**Building Square Footage**	**Building Stand alone or attached**
3211 springhill Ave			5,000	Stand Alone
City	**State**	**Zip Code**	**Did you include the *REQUIRED* drawing with this sheet?**	
Mobile	AL	36607	yes	

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Shinormi Foster	Owner	(251) 207-9469	Shinormi.Foster@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
31	17	Yes	B-3	Yes
Comments				

Print Name	Signature	Date
D. Logan Anderson	D. Logan Anderson	03/21/2023

3/10/2023

Parking Lot

200 ft long

200 ft long

Parking Lot

EXIT

100 ft wide

ENTRANCE

Sidewayz Enterprise Inc.
DBA Sidewayz Restaurant
3211 Springhill Ave.
Mobile, AL 36607

Shin Fair
3/2/2023

STAIRS

SIDE DOOR

Ice Bin

Door to kitchen

Ice Bin

Cooler

Freezer

HAND SINK

Stove

Fryer

Fryer

Fryer

fryer

Kitchen

Prep Table & Shelving

BAR

3 Compartment Sink

3 Compartment Sink

Cooler

HAND SINK

Cooler

MOP SINK

CLOSET

DOOR TO KITCHEN

Front Door/ Entrance & Exit

Lady's Bathroom

Men's Bathroom

SEATING AREA / TABLES & CHAIRS

Back Door

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of

MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Beginning at the intersection of the East line of Lot 1, Hanson Estate, as recorded in Deed Book 85, Page 378, Probate Court Records, Mobile County, Alabama and the South line of Spring Hill Avenue (100 Foot right of way); thence South 68 degrees 19 minutes 37 seconds, East along the South line of Spring Hill Avenue 88.78 Feet thense South and parallel with the East line of Lot 1, Hanson Estate, 638.49 Feet to t appoint on the North line of the Illinois Central, Gulf Railroad; thence North 41 degree 03 Minutes 22 seconds west along said North line 125.61 Feet to the Southeast corner of Lot 1, Hanson Estate; thence North 576.55 Feet to the point of beginning

Commonly known as: 3211 Springhill Avenue, Mobile, Alabama 36606

The above described property is (X) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to Sideways Enterprises Inc DBA Sideways Restaurant who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 16th day of March, 2023.

Notary Public

My Commission Expires
October 21, 2023

My Commission Expires

Property Owner — Date: 3/16/2023

Licensee — Date: 3/16/2023

My Commission Expires
October 21, 2023

Inst. # 2021022029 Pages: 1 of 2 I certify this instrument filed on: 4/8/2021 4:30 PM
Doc: D Don Davis, Judge of Probate Mobile County, AL Rec: $8.00 DeedTx: $0.00 MinTx $0.00
Clerk: JHANCOCK ERecorded

STATE OF ALABAMA

COUNTY OF MOBILE

Corrective Warranty Deed

The following Corrective Warranty Deed is necessary to correct that certain Warranty Deed dated March 23, 2021 recorded at Instrument Number 2021018691 wherein deed was signed by incorrect signatory.

Know all Men by these Presents: That, in consideration of One Hundred Seventy-Two Thousand and 00/100 Dollars ($172,000.00) and other good and valuable consideration to it in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **GILBERRY PROPERTIES, LLC, an Alabama limited liability company** (herein referred to as "Grantor") does by these presents grant, bargain, sell and convey unto **T & L INVESTMENT PROPERTIES, LLC** (herein referred to as "Grantee") the following described real estate situated in Mobile County, Alabama, to-wit:

Beginning at the intersection of the East line of Lot 1, Hanson Estate, as recorded in Deed Book 85, Page 378, Probate Court Records, Mobile County, Alabama and the South line of Spring Hill Avenue (100 foot right of way); thence South 68 degrees 19 minutes 37 seconds, East along the South line of Spring Hill Avenue 88.78 feet; thence South and parallel with the East line of Lot 1, Hanson Estate, 638.49 feet to t appoint on the North line of the Illinois Central, Gulf Railroad; thence North 41 degrees 03 minutes 22 seconds West along said North line 125.62 feet to the Southeast Corner of Lot 1, Hanson Estate; thence North 576.55 feet to the point of beginning.

Commonly known as: 3211 Springhill Avenue, Mobile, Alabama 36606.

This conveyance is subject to subdivision restrictions, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Mobile County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights; and specifically the following exceptions:

1. Right of way to the City of Mobile recorded in Real Property Book 1977, Page 658.
2. Any portion of the property described herein lying within the right of way for the Illinois, Central, Gulf Roadroad or Springhill Avenue.
3. Reservation of oil, gas and minerals and all rights in connection therewith as contained in deed filed for record in Real Property Book 4015, page 1934.

To Have and To Hold the aforegranted premises to the said Grantee, its successors and assigns forever.

And the said Grantor does, for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall Warrant and Defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

In Witness Whereof, the said Grantor has set its hand and seal this 6th day of April, 2021.

GILBERRY PROPERTIES, LLC

By: Sharon Gilberry Williams

As Its: Owner

STATE OF ALABAMA
COUNTY OF Mobile

I, the undersigned notary public, in and for said county and state, hereby certify that Sharon Gilberry Williams, whose name as Owner of Gilberry Properties, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such Owner and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of April, 2021.

MARY W. DAFFIN
My Commission Expires
November 12, 2024

Notary Public
My commission expires 11-12-24

GRANTOR'S MAILING ADDRESS:
35860 Cranbiith Ln
Bay Minette, AL 36507

GRANTEE'S MAILING ADDRESS:

THIS INSTRUMENT PREPARED BY:

Crane Legal, P.C.
2607 Dauphin Street, Suite C
Mobile, Alabama 36606
Telephone: (251) 479-5218 Fax: (251) 472-1081
File # 35451

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
C. Mark Erwin, Chief Clerk

Date 15 MARCH 2023

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 #	5571
Business Name	SIDEWAYZ ENTERPRISES INC
Company DBA	SIDEWAYZ RESTAURANT
Business Address	3211 SPRINGHILL AVENUE 36607
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	03.20.2023
Agenda Meeting Date	04.04.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 2:34 PM

R E S O L U T I O N

Sponsored by: Councilmember Small

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Manning, Inc.
Location:	Piggly Wiggly 1360 Navco Road Mobile, AL 36605

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 5567

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.22.2023

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:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *MANNING INC*

Trade Name: PIGGLY WIGGLY

Location: 1360 NAVCO ROAD MOBILE AL 36605

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA 03.28.2023

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
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NEW APPLICATION
AGENDA 03.28.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **March 23, 2023**

Re: **Application # 5567 / 1360 Navco Rd**

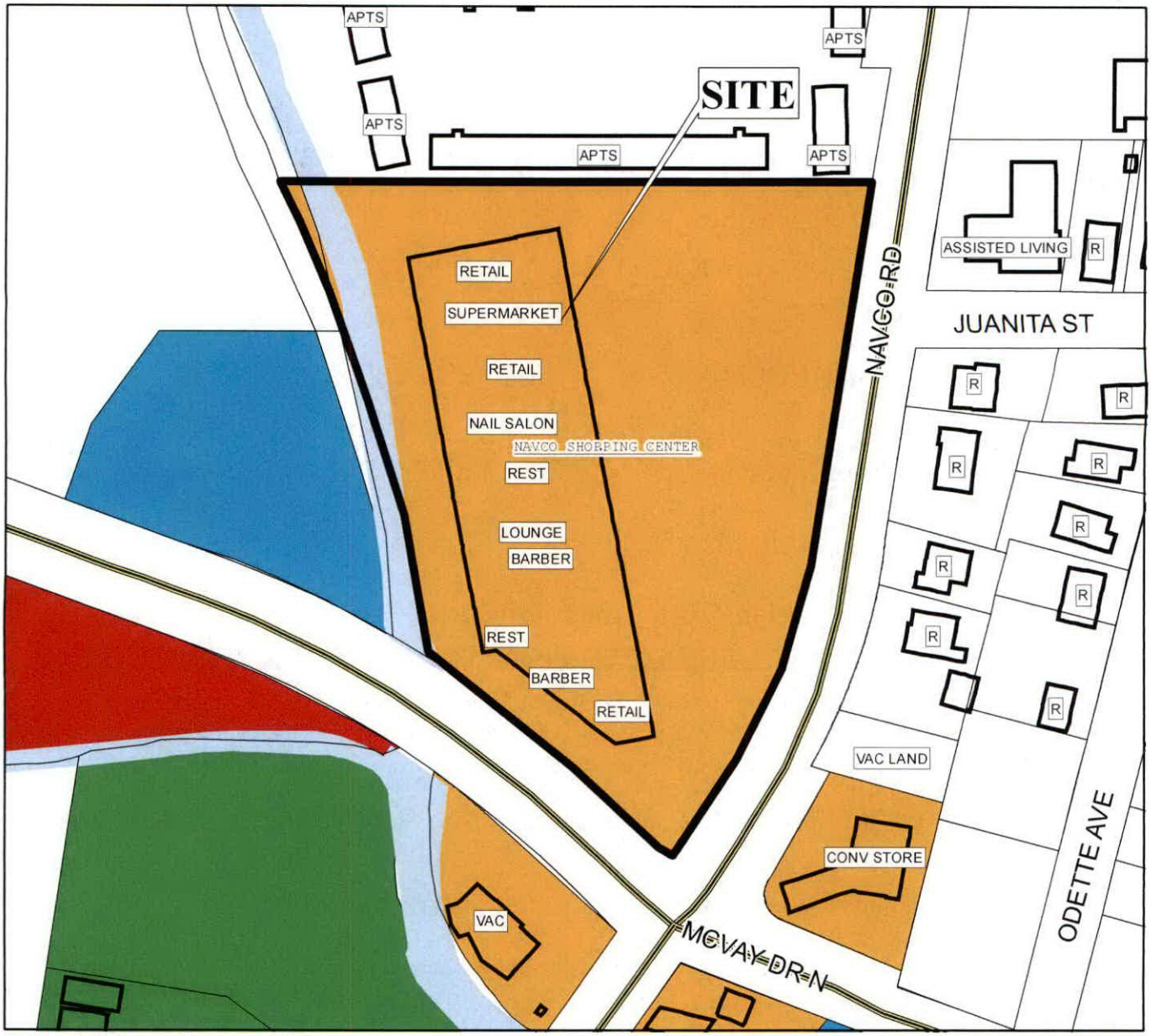
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a grocery store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Zoning Ordinance.

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

The site is located in District 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5567 DATE MARCH 28, 2023

APPLICANT MANNINGS INC

LOCATION 1360 NAVCO RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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	

AGENDA DATE 03.28.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5567

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

MANNING INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(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: *MANNING INC*

TRADE NAME: PIGGLY WIGGLY

LOCATED AT: 1360 NAVCO ROAD MOBILE AL 36605

☐ 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: BETSY M WHITE **PHONE#:** 251.510.1502

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 02.28.2023
Application No: 5567

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***MANNING INC***

Ownership: ***CORPORATION***

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
WHITE, DAVID MAYNARD	MEMBER	07.18.1958 PENSACOLA FL	
MANNING, DONALD ADAM	MEMBER	03.19.1977 MOBILE AL	
CONSTANTINE, KAMAL BIZKALIAH	MEMBER	11.23.1957 BIFKAYA LEBANON	

Corporate information: 1373 980 (Enter book & page or document info) Date: 08.13.1974 (Incorporation or Authority) County: MOBILE

Trade Name ***PIGGLY WIGGLY***

Location 1360 NAVCO ROAD MOBILE AL 36605

Mailing Address 4720 MOFFETT ROAD MOBILE AL 36618
(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? GROCERY STORE/MARKET

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, all Piggly Wiggly Stores in Mobile. BW

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** Betsy White, POA

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** Betsy White, POA

COUNTY OF **MOBILE** **TITLE** POWER OF ATTORNEY **DATE** 02.28.2023

The undersigned MANNING INC dba PIGGLY WIGGLY - BETSY M WHITE (POA)

(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.

Betsy White, POA

Signature of Affiant

Sworn to and subscribed before, me this 28th day of FEBRUARY 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 BETSY M WHITE E-mail: BWHITE@BWFCPA.COM

Phone Number: Home: 251.510.1502 Cell: 251.510.1502 Bus: 251.341.1005

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? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 20890

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
WHITE, DAVID MAYNARD	NONE		
MANNING, DONALD ADAM	NONE		
CONSTANTINE, KAMAL RIZKALIAH	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: Betsy White POA

Lease /Property Ownership

Name of Property Owner/Lessor: NAVCO SHOPPING CENTER c/o CHRISTMAS PROPERTIES LLC 251.610.1642

Address of Property Owner/Lessor: PO BOX 81294 MOBILE AL 36689

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) BW, POA

CITY OF MOBILE

REVENUE DEPARTMENT

February 28, 2023

PIGGLY WIGGLY #10

4720 MOFFETT RD

MOBILE, AL 36618

ACCOUNT NUMBER: 101753 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1499793	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 penaltics, 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

032497-0002 EDIE A. 02/28/2023 10:52AM

BUSINESS LICENSE
MANNINGS INC
101753
2023 Item: 1499793
ALCOHOL APPLICATION FEE 50.00

50.00

Subtotal **50.00**
TP CC FEE 5.00
Total **55.00**

REVENUE CC 55.00
**********062
Ref=79c51b49-15a6-4756-b216-83f81329bbde
Auth=807320

Change due **0.00**

Paid by: TAYLOR D WHITE

Thank you for your payment

CUSTOMER COPY

INFORMATION SHEET

Contact Person: Betsy White **Phone #:** 251-510-1502

Business Name: Manning, Inc. dba Piggly Wiggly

Corporation Name: Manning, Inc.

Business Address: 1360 Navco Road Mobile, AL 36605

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. 358607, 0980-0984 **County** Mobile;
(Enter book and page or document info)

Date 08/13/1974
(Incorporation or Authority)

Is business equipped with table & chairs? _____ **Building seating capacity;** _____

Does the premises have a fully equipped and operational kitchen? _____

Is the place of business habitually used to serve food to the public? no

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building _____

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social____; Patriotic____; Political____; Athletic____.**
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): Manning, Inc.

Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) ***Sole Proprietorship*** (x) ***Corporation*** ( ) ***Partnership*** ( ) ***LLC***

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Kamal Constantine

Social Security # Race: White Sex: (x)M ( )F

Driver License# State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 11 / 23 / 1957

Place of Birth Bikfaya, Lebanon
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 7 years Home# Cell# 251-709-7499

****

Full Name (*First, Middle, Last*) David Maynard White

Social Security # Race: White Sex: (x)M ( )F

Driver License# State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 07 / 18 / 1958

Place of Birth Mobile, AL USA
County *State* *Nation*

Present Address:
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 21 years Home# Cell# 251-402-2395

Full Name (*First, Middle, Last*) Donald Adam Manning

Social Security #_ Race: White Sex: (x)M ( )F

Driver License#_ _____ State AL

Title (*i.e. Owner, President, Member*) Member

Date of Birth 03 / 19 / 1977

Place of Birth Mobile, AL USA
County *State* *Nation*

Present Address
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 2 years Home#_____ Cell# 251-454-0693

****

Full Name (*First, Middle, Last*)_____

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth_____/_____/_____

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

****

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230118081449908

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: PIGGLY WIGGLY **Filing Fee:** $100.00

Applicant: MANNING INC **Transfer Fee:**

Location Address: 1360 NAVCO ROAD MOBILE, AL 36605

Mailing Address: 4720 MOFFETT ROAD MOBILE, AL 36618

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 1373 980

Do you sell Draft Beer?:

Date Incorporated: 08/13/1974 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/13/1974

Federal Tax ID: 63-0674675 **Alabama State Sales Tax ID:** 490018215

Name:	Title:	Date and Place of Birth:	Residence Address:
DAVID MAYNARD WHITE	OWNER	07/18/1958 PENSACOLA FL	
DONALD ADAM MANNING	OWNER	03/19/1977 MOBILE AL	
KAMAL RIZKALIAH CONSTANTINE	OWNER	11/23/1957 BIFKAYA LEBANON	

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: BETSY WHITE
Business Phone: 251-341-1005
Fax:

Home Phone: 251-510-1502
Cell Phone: 251-510-1502
E-mail: BWHITE@BWFCPA.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: 20230118081449908

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: NAVCO SHOPPING CENTER 251-610-1642
What is lessors primary business? RETAIL STORES
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 20890 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230118081449908

Signature page

Initial each	
OW	In reference to law violations, I attest to the truthfulness of the responses given within the application.
OW	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
OW	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.
OW	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.
OW	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.
OW	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): MANNING, INC.

Signature of Applicant: BY: [signature]

Notary Name (print): Tracy D. Bryan

Notary Signature: Tracy D. Bryan

Commission expires:

TRACY D. BRYAN
MY COMMISSION EXPIRES
JANUARY 20, 2025
NOTARY PUBLIC
STATE OF ALABAMA

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name: **PIGGLY WIGGLY**
Location: 1360 NAVCO ROAD
Contact: BETSY WHITE
Telephone: 251-510-1502

Applicant: **MANNING INC**
License Type: 050/070
ABC Staff: SANDY DURHAM
Date: 1/18/2023

Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1.	X	Filing Fee	$50.00	$50.00
2.	N/A	Transfer Fee		
3.	N/A	Application		
4.	X	Transfer Agreement		
5.	X	Current ABC License & Current Owner Driver License		
6.	X	Lease/Deed-- XXXXXXXXXXXXXXXXX		
	X	Is the correct Applicant's name on the lease/deed?		
	X	Is the Address correct on the lease/deed?		
	X	Are the Terms of the lease clear?		
	X	Is the lease/deed signed?		
7.	X	Corporation/LLC/LLP/Partnership Agreement/Association		
8.	X	Incumbency Certificate/Member List		
9.	x	IRS Employer Identification Number (EIN)		
10.	X	Alabama Dept of Revenue State Sales License		
11.	X	Sketch (On-premise consumption & packages store only)		
12.	N/A	City of Mobile Ordinance		
13.	n/a	Restaurant Menu		
14.	n/a	Restaurant Memorandum of Understanding		
15.	X	Rules & Regulations/Title 28		
16.	N/A	Copy of Tobacco Regulation	1/27/2023	
17.	X	Filing/Transfer Fee Acknowledgement		
18.	X	Instructions to License		
19.	X	Person in Charge Sign		
20.	n/a	Club Liquor Class I and II License Only		
	n/a	Corporation/LLC/LLP		
	n/a	Bylaws		
	n/a	Membership List		
	n/a	Compliance Checklist		
21.	N/A	Power of Attorney		
	N/A	Identification/Photograph		
22.	X	Identification (DL, State / Military ID or US Passport-color copy)		
	X	Officer/Member 1		
	X	Officer/Member 2		
	x	Officer/Member 3		
23.	X	Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)		
	X	Officer/Member 1		
	X	Officer/Member 2		
	X	Officer/Member 3		
24.	n/a	State of Residence / FBI Background Check		
	n/a	Officer/Member 1		
	n/a	Officer/Member 2		
	n/a	Officer/Member 3		
26.	n/a	Co Health Dept. Permit/Inspection (On-premise locations only)		
27.	N/A	City Business License (Required for tobacco only locations.)		
28.	X	Insurance		
29.	N/A	Current Owner Insurance		
30.		*License Fee	**$450.00**	
31.		City/County Approval		

This application expires in 120 days on May 18, 2023

Before ***January 27, 2023*** ***Contact***

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

sandy.durham@abc.alabama.gov

* Make personal or business checks payable to: Alabama ABC Board
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* _____ *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, P O Box 281, Theodore, AL 36590, Telephone (251) 653-0015. Fax (251) 653-6622

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Kamal Constantine - None				
David White - None				
Adam Manning - None				

I certify that the above information is correct and true.

Betsy White, authorized agent
Signature & Title

Date: 02/28/2023

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Navco Shopping Center, LLC, c/o Christmas Properties, LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: PO Box 81294 Mobile, AL 36689

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

Manning, Inc.

ABC Board
Division A Licensing and Compliance
5660 US HWY 90 W
Theodore, AL 36582

Dear Sandy,

As of March 5, 2022, Danny Manning sold 100% of his stock to the following parties:

Kamal Constantine	57.5%
David White	37.5%
Adam Manning	5%

David White

Born Pensacola, FL

DOB 7/18/1958

Home address.

Lived there 21 years

Kamal Constantine

Born Bikfaya, Lebanon

DOB 11/23/1957

Home addres

Lived there 7 years

Adam Manning

Born Mobile, Al

DOB 3/19/1977

Home address

Lived there 2 years

This applies to the locations attached. If you have any questions or concerns, please let me know.

Thank you,

Betsy White

Special Power of Attorney

I, DANNY MANNING hereby appoint Elizabeth M. White as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Beverage Control Board and the local governing body concerning Manning, Inc.

The rights, powers, and authority of my attorney in fact to exercise all of the rights and powers herein granted shall commence and be in full force and effect on 12/30/21 and shall remain in full force and effect until 12/31/25 or unless specifically extended or rescinded by either party.

12/30/21
Date

By: Danny Manning

Its: Pres.

BEFORE ME, the undersigned authority, on this 30th day of Dec, 2021 personally appeared Danny Manning to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Tracy D. Bryan NOTARY PUBLIC

My Commission Expires: 1-20-25

TRACY D. BRYAN
MY COMMISSION EXPIRES
JANUARY 20, 2025
NOTARY PUBLIC
STATE OF ALABAMA

358607

IN THE MATTER OF THE INCORPORATION OF:

MANNING, INC.

* IN THE PROBATE COURT OF

* MOBILE COUNTY, ALABAMA.

*

*

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CERTIFICATE OF INCORPORATION
OF
MANNING, INC.

We, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the Constitution and laws of the State of Alabama, do certify as follows:

FIRST

The name of the corporation shall be: MANNING, INC.

SECOND

The objects and purposes for which the corporation is formed and its powers are as follows, to-wit:

A. To engage in the general business of marketing, purchasing, selling, wholesale and retail, preparing, butchering, or otherwise handling of all kind of meats, groceries, toiletries, produce, foods, foodstuffs, beverages and any and all other items normally marketed by businesses of like kind and similar enterprises;

B. To manufacture, purchase, or otherwise acquire, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, to invest, trade, deal in and deal with goods, wares, merchandise and real and personal property of every class and description; and to do all and everything necessary, incidental or suitable for the attainment of the objects hereinabove set forth, either alone or in association with other corporations, firms or individuals; and to do every other act or acts, thing or things incidental, convenient or appurtenant to or growing out of or connected with the aforesaid objects or purposes or any part or parts thereof; to buy or

otherwise acquire, mortgage, pledge, own, hold, sell or otherwise dispose of real and tangible or intangible personal property, choses in action, notes, mortgages, accounts, contracts, bonds and evidences of indebtednesses of any kind; to borrow money for its corporate purposes and objects and to make, accept, execute, endorse and issue promissory notes, bills of exchange, bonds, debentures, or obligations for any purpose in connection with the business of the corporation, and, if deemed proper, to secure the payment of any such obligation by mortgage, pledges, deeds of trust, or otherwise; to enter into, make and perform all contracts of every sort and kind which may be necessary, convenient, or useful in or incident to the business of this corporation with any person, firm or corporation, private, public or municipal, or body politic, to the extent that the same may be done and performed under the laws and Constitution of the state of Alabama; and to exercise all the powers, rights and privileges conferred by the laws of the state of Alabama upon corporations formed under the statutes. pursuant to which this corporation is formed.

The foregoing enumeration of the specific objects and powers of the corporation shall not be deemed to bind or restrict in any manner, its general powers and the enjoyment and exercise thereof conferred by the laws of the state of Alabama on business corporations organized pursuant thereof.

THIRD

The location of the principal office of the corporation shall be: 3711 St. Stephens Road, Whistler, Alabama, the corporation having the right to establish branch offices in other cities, towns, counties or villages of the state of Alabama, and other states.

FOURTH

The amount of the total authorized capital stock of the corporation shall be TEN THOUSAND and NO/100 ($10,000.00) DOLLARS which shall be divided into ONE THOUSAND (1,000) SHARES

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of the par value of TEN and NO/100 ($10.00) DOLLARS each, and the amount of the capital stock with which the corporation is to begin business is to be ONE THOUSAND and NO/100 ($1,000.00) DOLLARS.

FIFTH

The name and post office address of the officer or agent designated by the incorporation to receive subscriptions to the capital stock is: KENNETH O. MANNING, 3711 St. Stephens Road, Whistler, Alabama.

SIXTH

There shall be one (1) class of stock which shall be common stock.

SEVENTH

The names and post office addresses of the incorporators of said corporation, and the number of shares subscribed for by each are as follows:

NAME	ADDRESS	NUMBER OF SHARES
Kenneth O. Manning	3711 St. Stephens Road Whister, Alabama	52
Danny O. Manning	Route 6, Fox Creek Mobile, Alabama	24
Donald O. Manning	4532 Wayfarer Drive Eight Mile, Alabama.	24

EIGHTH

The Board of Directors shall consist of not less than two (2) nor more than three (3) persons who shall be chosen at the annual meeting of the stockholders to be held at the time and place provided for by the bylaws, by majority of the votes cast as such election. The stockholders at each annual stockholders' meeting shall designate the number that shall constitute the Board of Directors for the ensuing year, and such number shall not be deminished or increased during the years of this corporation at a meeting legally held. The Board of Directors shall have complete charge of the business of the corporation, including the power to adopt bylaws.

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NINTH

The names and post office addresses of the officers and directors of this corporation who shall hold office for the first (1st) year or until their successors are elected and qualified are as follows:

NAME	ADDRESS	OFFICE
Kenneth O. Manning	3711 St. Stephens Road Whistler, Alabama	President
Danny O. Manning	Route 6, Fox Creek Mobile, Alabama	Vice-President
Donald O. Manning	4532 Wayfarer Drive Eight Mile, Alabama	Secretary-Treasurer

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TENTH

The duration of the corporation shall be perpetual.

ELEVENTH

The Board of Directors shall elect a President, Vice-President and Secretary-Treasurer and such other officers, with such tenure of office, powers and duties as may be prescribed by the bylaws or the directors under the authority thereof.

TWELFTH

The Shareholders shall be vested with authority to make the election as is provided in the United States Code Annotated, Title 26, §1371 Subchapter S - Election of Certain Small Business Corporation as to Taxable Status.

IN WITNESS WHEREOF, the said corporation's incorporators have hereunto set their hands on this the 13 day of August, 1974.

WITNESS

WITNESS

WITNESS

KENNETH O. MANNING

DANNY O. MANNING

DONALD O. MANNING

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STATE OF ALABAMA]

COUNTY OF MOBILE]

Personally appeared before me, the undersigned authority, KENNETH O. MANNING, who, being under oath, and being known to me, deposes and says that he is the person duly authorized to receive subscriptions to the capital stock of MANNING, INC., a corporation, and that the following is a true and accurate copy of the subscriptions to the capital stock of said corporation:

> We, the undersigned incorporators of MANNING, INC., do hereby subscribe to the number of shares of TEN and NO/100 ($10.00) DOLLAR par value capital stock of said corporation set opposite our respective names.
>
> Kenneth O. Manning---------- 52 shares 520.00
> Danny O. Manning---------- 24 shares 240.00
> Donald O. Manning---------- 24 shares 240.00

/s/ Kenneth O. Manning
/s/ Danny O. Manning
/s/ Donald O. Manning

Affiant further says that the ONE HUNDRED (100) SHARES of capital stock so subscribed have been paid for in cash.

Ex. Fee 2.50
RECORD FEE
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
AUG 13 3 42 PM '74
JUDGE OF PROBATE
Charter fee 10.00
Rec. & Stock 10.00

KENNETH O. MANNING, Affiant

Subscribed and sworn to before me on this the 13 day of August, 1974.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT WAS DRAFTED BY:

MATRANGA, HESS & SULLIVAN
Attorneys at Law
919 Dauphin Street
Mobile, Alabama 36604

BY: BARRY HESS

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Bk: LR7435 Pg:1352
Document Type: MINS

MINUTES OF BOARD OF DIRECTORS AND SHAREHOLDERS OF MANNING, INC.

A meeting of the Board of Directors and Shareholders of Manning, Inc. was held at the offices of the corporation on January 5, 2012. Danny O. Manning, the sole shareholder, served as chairman of the meeting. He announced that he would serve as sole director of the corporation for the coming year or until his successors are elected and qualified. He further announced that the following persons would serve as officers of the corporation:

President	Danny O. Manning
Vice President	Danny O. Manning
Secretary/Treasurer	Danny O. Manning

There being no further business to come before the meeting it was declared adjourned.

January 5, 2012

DANNY O. MANNING, SOLE SHAREHOLDER

This instrument was prepared by:
NAME, Maynard Cooper & Gale P.C.
ADDRESS 1901 6th Ave N Suite 2400

Mobile County, Alabama
I hereby certify this instrument
filed on : 10/17/2016 08:31:07 AM
Don Davis, Probate Judge

Deed Tax:	0.00
Mortgage Tax:	0.00
Mineral Tax:	0.00
Tax 2 :	0.00
Judge Fee:	0.00
R.R. Fee:	0.00
Surcharge Fee:	0.00
Recording Fee:	13.00
TOTAL:	13.00

2016057824
Bk:LR7435
Pg:1352

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF MANNING, INC. IN LIEU OF SPECIAL MEETING

As permitted by §10A-2A-8.21, *Code of Alabama* (1975), the undersigned, being the sole director of MANNING, INC., an Alabama corporation (the "Corporation"). does hereby consent to the following actions being taken without a special meeting and agrees that such actions are taken with like effect and validity as though duly taken by the affirmative vote of the Corporation's board of directors at a special meeting otherwise duly called and legally held, and directs that this written consent to the actions taken be filed with the minutes of the proceedings of the Board of Directors of the Corporation (the "Board").

1. In order to approve the redemption by the Corporation of fifty-two (52) shares of the outstanding common stock of the Corporation issued to, owned by and registered in the name of Danny O. Manning, the following resolution is adopted:

> **RESOLVED**, that the pursuant to the terms and subject to the conditions set forth in that certain Stock Redemption and Purchase and Sale Agreement of even date herewith by and among the Corporation, Danny O. Manning, Kamal Constantine, Adam Manning and David M. White. the Corporation shall purchase and redeem from Danny O. Manning fifty-two (52) shares of the outstanding common stock of the Corporation, which shares constitute all of the shares of the Corporation's common stock issued to, owned by and registered in the name of Danny O. Manning. which shares are free and clear of all liens, claims. pledges, security interests, encumbrances. adverse claims and legal, equitable, transfer and other restrictions; and
>
> **RESOLVED FURTHER**. that pursuant to §10A-2A-6.31, *Code of Alabama* (1975), upon the redemption of the foregoing fifty-two (52) shares as hereinabove set forth, said shares shall constitute authorized, but unissued shares of the Corporation's common stock.

2. In order to approve the sale and issuance by the Corporation of one hundred (100) shares of the authorized common stock of the Corporation to Kamal Constantine, Adam Manning and David M. White, the following resolution is adopted:

> **RESOLVED**, that the pursuant to the terms and subject to the conditions set forth in that certain Stock Redemption and Purchase and Sale Agreement of even date herewith by and among the Corporation, Danny O. Manning, Kamal Constantine, Adam Manning and David M. White, the Corporation shall sell and issue one hundred (100) shares of the authorized common stock of the Corporation to the following individuals and in the quantities set forth next to their names, respectively; to-wit:

NAME	NUMBER OF SHARES
KAMAL CONSTANTINE	57.5
DAVID M. WHITE	37.5
ADAM MANNING	5.0

3. In order to allow the President to execute certain written agreements on behalf of the Corporation, the following resolution is adopted:

RESOLVED, that the President of the Corporation be, and he hereby is, authorized to execute on behalf of the Corporation any and all written agreements or instruments necessary to carry out the foregoing resolutions, and that the Secretary of the Corporation be, and he hereby is, authorized to attest the same and to affix the corporate seal thereto.

4. In order to ratify the actions of the directors and the officers of the Corporation taken prior to the execution of this consent, the following resolution is adopted:

RESOLVED, that all actions taken by the directors and officers of the Corporation on behalf and in the name of the Corporation in their capacities as such directors or officers, prior to the execution of the consent in which this resolution is adopted are ratified, approved, confirmed, and adopted in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Action by Unanimous Written Consent as of the 1st day of March, 2022

BOARD OF DIRECTORS

DANNY O. MANNING, Director

STOCK REDEMPTION AND PURCHASE AND SALE AGREEMENT

THIS STOCK REDEMPTION AND PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 5th day of March, 2022 (the "**Effective Date**"), by and among (i) DANNY O. MANNING, an Alabama resident (the "**Seller**"), (ii) KAMAL CONSTANTINE, an Alabama resident, ADAM MANNING, an Alabama resident and DAVID M. WHITE, an Alabama resident (collectively the "**Purchasers**"), and (iii) MANNING, INC, an Alabama corporation (the "**Corporation**").

RECITALS:

WHEREAS, Seller owns fifty-two (52) shares of the authorized and issued common stock of the Corporation, which shares constitute one hundred percent (100%) of the outstanding issued shares of the Corporation (the "**Seller Shares**"); and

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Corporation has agreed: (i) with Seller to purchase and redeem the Seller's Shares from Seller; and (ii) with Purchasers to sell and issue to Purchasers one hundred (100) shares of the authorized and issued common stock of the Corporation (the "**Purchasers' Shares**"), in the proportions as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto do hereby agree as follows:

Section 1. Stock Redemption and Purchase and Sale. Subject to the terms and conditions set forth in this Agreement:

1.1 Purchase and Redemption of Seller's Shares. Corporation hereby purchases and redeems from Seller, and Seller hereby sells and transfers to Corporation the Seller's Shares, free and clear of all liens, claims, pledges, security interests, encumbrances, adverse claims and legal, equitable, transfer and other restrictions (collectively, "**Liens**"). Concurrently with the execution and delivery of this Agreement, Seller has delivered to Corporation certificates representing all of the Seller's Shares, together with an accompanying stock power or instrument of assignment, duly endorsed for transfer of the Seller's Shares to Corporation.

1.2 Sale and Issuance of Purchasers' Shares. Corporation hereby sells and issues to Purchasers and Purchasers hereby purchase from Corporation in the proportions set forth on Exhibit A annexed hereto, which is incorporated herein by reference and made a part hereof, the Purchasers' Shares, free and clear of all Liens. Concurrently with the execution and delivery of this Agreement, Corporation has delivered to Purchasers, respectively, certificates representing all of the Purchasers' Shares.

Section 2. Purchase Price and Additional Consideration.

(a) Purchase Price and Additional Consideration. The purchase price of the Seller's Shares and Purchasers' Shares, respectively (the "**Purchase Price**"), shall be as set forth on Exhibit A.

(b) Payment. At Closing, and in the manner set forth on Exhibit A: (i) Corporation shall pay to Seller the Purchase Price set forth on Exhibit A for redemption of the Seller's Shares; and (ii) Purchasers shall pay to Corporation the Purchase Price set forth on Exhibit A for the purchase of the Purchasers' Shares

Section 3. Representations and Warranties of Seller. Seller does hereby represent and warrant to Purchasers and Corporation as follows:

(a) Authority. Seller has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and each other agreement, certificate, instrument or other document executed and delivered by Seller in accordance herewith (collectively, the "**Seller's Closing Documents**"), and to perform Seller's obligations hereunder and thereunder, including the sale, assignment and transfer of both the legal and beneficial ownership of the Seller's Shares to the Corporation. This Agreement and each of the Seller's Closing Documents have been duly executed and delivered by Seller and constitute the legal, valid and binding obligations of the Seller, enforceable against Seller in accordance with their respective terms.

(b) No Conflicts. The execution and delivery of this Agreement and each of the Seller's Closing Documents by Seller do not, and the performance by Seller of Seller's obligations hereunder and thereunder will not, with or without the giving of notice, the passage of time or both, (i) violate any judgment, writ, injunction or order of any court, arbitrator or governmental agency applicable to Seller, or (ii) conflict with, result in the breach of any provision of or the termination of, or constitute a default under, any agreement to which Seller is a party or by which Seller is or may be bound.

(c) Title to Seller's Shares. Seller is the legal owner of the Seller's Shares. The Seller's Shares are free and clear of all Liens. There are no claims, demands, suits, proceedings or causes of action pending or, to the Knowledge of the Seller, threatened against Seller or the Corporation that concern or affect title to the Seller's Shares or that seek to compel the issuance of shares or other securities of the Corporation. Seller acquired the Seller's Shares in one or more transactions that fully complied with the provisions of all applicable federal and state securities laws. There are no outstanding or authorized warrants, options, convertible securities, or other rights agreements, arrangements or commitments of any character relation to the capital stock of the Corporation or obligating Seller or Corporation to issue or sell any shares of capital stock of, or any other interest in, the Corporation. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Seller's Shares. Following the execution and delivery of this Agreement, the Corporation will have both legal and beneficial ownership of the Seller's Shares.

(d) Absence of Litigation. There is no claim, action, suit, inquiry, judicial, or administrative proceeding, grievance or arbitration pending or, to the Knowledge of the Seller, threatened against Seller or the Seller's Shares by or before any court, arbitrator or other governmental entity. To the Knowledge of the Seller, there are no investigations relating to Seller or the Seller's Shares pending or threatened by or before any arbitrator or governmental entity. There is no judgment, decree, injunction, order, determination, award, finding or letter of deficiency of any governmental entity or arbitrator outstanding against Seller or the Seller's Shares. There is no claim, action, suit, inquiry, judicial or administrative proceeding, grievance or arbitration pending or, to the Knowledge of the Seller, threatened against Seller relating to the transactions contemplated by this Agreement.

(e) Tax Matters.

(1) Seller has filed all Tax Returns (as hereinafter defined) that Seller was required to file with respect to the Corporation on a timely basis and all such Tax Returns are true, correct, and complete in all respects. All Taxes (as hereinafter defined) that are due and payable in respect of the Seller's Shares in the Corporation on or before the Effective Date, whether or not shown on any such Tax Returns, have been paid. No liability exists for Taxes imposed in respect of the Seller's Shares in the Corporation with respect to any period beginning before the Effective Date.

(2) For purposes of this Agreement, "**Taxes**" include all taxes, charges, fees, levies or other similar assessments or liabilities, including income, gross receipts, ad valorem, premium, value-added, excise, real property, personal property, sales, use, transfer, withholding, employment, payroll, and franchise taxes imposed in respect of the Corporation by the United States of America or any state, local, or foreign government, or any agency thereof, or other political subdivision of the United States or any such government, and any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any tax or any contest or dispute thereof and any amounts of Taxes of another person that the Corporation or Seller is liable to pay by law which arise from, relate to, and/or affect the Corporation.

(3) For purposes of this Agreement, "**Tax Returns**" include all reports, returns, declarations, statements, or other information required to be supplied by Seller with respect to the Corporation to a taxing authority in connection with Taxes arising from, relating to, and/or affecting the Corporation.

(f) Insolvency. Seller is not insolvent as of Closing and will not be rendered insolvent as a result of the transactions contemplated by this Agreement. Seller has not initiated and does not intend to initiate with respect to himself as debtor, and has not had initiated and does not expect to have initiated against him as debtor, any proceeding under federal or any state's bankruptcy, insolvency or similar laws.

(g) Disclosure. No representation or warranty by Seller contained in this Agreement or in any of the Seller's Closing Documents, contains any untrue statement of a material fact, or, to the Knowledge of the Seller, omits or will omit to state any material fact necessary, in light of

the circumstances under which it was made, in order to make the statements herein or therein not misleading.

Section 4. Representations and Warranties of Purchasers. The Purchasers do hereby represent and warrant to Seller and the Corporation as follows:

(a) Authority. The Purchasers have the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and each agreement, certificate, instrument, or other document executed and delivered by the Purchasers in accordance herewith (collectively, the "**Purchasers' Closing Documents**"), and to perform the Purchasers' obligations hereunder and thereunder. The execution and delivery of this Agreement and the Purchasers' Closing Documents by the Purchasers to which the Purchasers are parties have been, or upon execution and delivery will be, duly executed and delivered and constitute the valid and binding obligations of the Purchasers, enforceable against the Purchasers in accordance with their respective terms.

(b) Disclosure. No representation or warranty by the Purchasers contained in this Agreement or in any of the Purchasers' Closing Documents contains or will contain any untrue statement of a material fact, or, to the Knowledge of the Purchasers, omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements herein not misleading.

Section 5. Representations and Warranties of the Corporation. The Corporation does hereby represent and warrant to Seller and the Purchasers as follows:

(a) Organization; Good Standing; Etc. The Corporation is a corporation validly existing and in good standing under the laws of the State of Alabama, has all corporate authority to own, lease and operate its business and to carry on its business as it is now being conducted.

(b) Authority. The Corporation has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement, and to perform the Corporation's obligations hereunder.

(c) Authorization. The execution and delivery of this Agreement by the Corporation and the consummation by the Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Corporation.

(d) Capitalization. (i) The authorized capital stock of the Corporation consists of one thousand (1,000) shares of common stock, par value $10.00 per Share, of which fifty-two (52) shares are issued and outstanding and constitute the Seller's Shares; (ii) all of the Seller's Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all Liens: (iii) all of the Seller's Shares were issued in compliance with all applicable federal and/or state, law, rule and/or regulation; (iv) there are no outstanding or authorized warrants, options, convertible securities, or other rights agreements, arrangements or commitments of any character relation to the capital stock of the Corporation or obligating Seller or Corporation to issue or sell any shares of capital stock of, or any other interest in, the Corporation; and (v) there are no voting trusts, stockholder agreements,

proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Seller's Shares.

(e) Share Certificates. The Corporation has issued the following stock certificates evidencing Seller's ownership of the Seller's Shares:

Date Issued	Certificate No.	Number of Shares
8/13/1974	2	24
9/29/2000	6	12.5
9/29/2000	8	12.5
1/05/2001	12	1.5
1/05/2001	14	1.5

(f) Enforceability. This Agreement has been duly executed and delivered by the Corporation constitutes the legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(g) No Conflicts. The execution and delivery of this Agreement by the Corporation do not, and the performance by the Corporation of the Corporation's obligations hereunder will not, with or without the giving of notice, the passage of time or both, (i) violate any judgment, writ, injunction or order of any court, arbitrator or governmental authority applicable to the Corporation, or (ii) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the Corporation is a party or by which the Corporation is or may be bound.

(h) Applicable Laws. As of and at all times prior to the Closing the Corporation was, at all times, in full compliance with all applicable laws.

(i) Insolvency. Corporation is not insolvent as of Closing and will not be rendered insolvent as a result of the transactions contemplated by this Agreement.

(j) Disclosure. No representation or warranty by the Corporation contained in this Agreement contains or will contain any untrue statement of a material fact, or, to the Knowledge of the Corporation, omits to state any material fact necessary, in light of the circumstances under which it was made, in order to make the statements herein not misleading.

Section 6. Material Disclosure. The Seller, on the one hand, and the Purchasers, on the other hand, do hereby represent and warrant to the other that: (i) all parties possess such knowledge and experience in financial and business matters and investments in particular that such parties are capable of evaluating the investment decisions for the redemption of the Seller's Shares by the Corporation, in the case of the Seller's Shares, or the purchase the Purchasers' Shares from the Corporation, in the case of the Purchasers; (ii) such parties have been provided with complete access to all information that may be deemed material to such party for the redemption of the Seller's Shares by the Corporation, in the case of the Seller, or purchase of the

Purchasers' Shares from the Corporation, in the case of the Purchasers; (iii) such parties have had an opportunity to ask questions of and have received, if asked, satisfactory answers from any person or persons acting on behalf of the other party or the Corporation concerning the terms and conditions of this Agreement with all such questions having been answered to such party's satisfaction; and (iv) such parties have obtained, in such party's judgment, all information that may be deemed material to such party's investment decision for the redemption of the Seller's Shares by the Corporation, in the case of the Seller, or purchase of the Purchasers' Shares from the Corporation, in the case of the Purchasers. Accordingly, inasmuch as the Seller, on the one hand, and the Purchasers, on the other hand, have no need for the review of any private placement documents or other such similar information, such party does hereby covenant and agree that such party shall not make any claim or bring any suit against the other of them or the Corporation or its officers, directors, shareholders, agents, employees, accountants or counsel for not providing adequate disclosure materials to such party. The Seller, on the one hand, and the Purchasers, on the other hand, do hereby further represent and warrant to the other of them that such party has sought, or had adequate opportunity to seek, legal counsel for advice regarding this Agreement and its implications.

Section 7. Indemnification.

(a) Seller Indemnification. Seller and Corporation shall indemnify, defend and hold harmless Purchaser and Purchaser's heirs, representatives, successors and/or assigns (the "**Purchaser Indemnified Parties**") from and against any and all losses, charges, expenses (including reasonable attorneys' fees and any and all expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever), claims, actions, causes of action, demands, damages, obligations, responsibilities, liabilities, penalties, fines and other costs of any kind or amount whatsoever (collectively "**Claims**") which the Purchaser Indemnified Parties may sustain, pay, suffer or incur as a result of, arising out of, or in any way connected with or related to (i) any breach by Seller and/or Corporation of any representation, warranty, covenant, obligation or agreement contained in this Agreement and/or Seller's Closing Documents; and (ii) any claim by the Internal Revenue Service or other federal, state, or local domestic or foreign taxing authority for income or other taxes owed by the Corporation or Seller for any period through Closing. This Section shall survive Closing.

Section 8. Miscellaneous Provisions.

(a) Expenses. Each party to this Agreement shall bear such party's respective expenses incurred in connection with the preparation, execution, delivery and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, accountants and counsel.

(b) Survival. All representations, warranties, covenants and agreements made by the parties hereto in this Agreement shall not be discharged or dissolved upon, but shall survive, the redemption, sale, transfer and/or assignment, as the case may be, of the Seller's Shares and Purchasers' Shares, respectively.

(c) Further Assurances. Each party to this Agreement shall (i) furnish upon request to the other parties hereto such further information, (ii) to execute and deliver to the other parties hereto such other documents and (iii) do such other acts and things, all as the other parties hereto may reasonably request for the purpose of carrying out the intent of this Agreement.

(d) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested. postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8(d)):

If to Seller: DANNY O. MANNING

Email: dmanning@pwagc.com

If to Purchasers: KAMAL CONSTANTINE

Email: kconstantine@pwagc.com

ADAM MANNING

Email: amanning@pwagc.com

DAVID M. WHITE

Email: dwhite@bwfcpa.com

If to Corporation: MANNING INC

Mobile, Alabama 36608

(e) Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party granting the waiver. No waiver of any provision hereof shall be deemed a continuing waiver or a waiver of any other provision hereof.

(f) Entire Agreement; Amendment. This Agreement, together with the Seller's Closing Documents, the Purchasers' Closing Documents and each of the documents referred to

in this Agreement, contains the entire agreement and supersedes all prior understandings and agreements, oral or written, between the parties hereto with respect to the subject matter hereof and thereof, and together constitute a complete and exhaustive statement of the terms of the agreement between such parties with respect to the subject matter hereof and thereof. This Agreement may not be amended orally, but only by an agreement in writing signed by all of the parties hereto.

(g) Binding Effect; Third-Party Rights. No party may assign any of its rights under this Agreement without the prior consent of the other parties hereto. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and inure to the benefit of their respective heirs, legal representatives, successors and permitted assigns of the parties hereto. Nothing expressed or referred to in this Agreement shall be construed to give any person other than the parties hereto any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

(h) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

(i) Construction. The captions or headings in this Agreement are provided for convenience only and shall not affect its construction or interpretation. Unless otherwise specified in this Agreement, all references to "Section" or "Sections" refer to the corresponding Section or Sections hereof. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Agreement as a whole and not to a particular Section.

(j) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Alabama. Each party waives trial by jury and agrees to submit to the personal jurisdiction and venue of state and/or federal courts having subject matter jurisdiction located in Mobile County, Alabama, and waives any objection based on improper venue or *forum non conveniens*.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

(l) Costs of Enforcement. In the event that any party hereto files suit in any court against another party hereto to enforce the terms of this Agreement against the other party or to obtain performance by the other party hereunder, the prevailing party shall be entitled to recover all reasonable costs, including reasonable attorneys' fees and disbursements through appeal,

from the other party as part of any judgment in such suit. The term "prevailing party" shall mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in a complaint.

(m) Knowledge. An individual will be deemed to have "Knowledge" of a particular fact or other matter if (i) such individual is actually aware of such fact or other matter or (ii) a prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter. The Corporation will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a Director, officer, shareholder or employee of the Corporation (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter.

(n) Disclosure. In connection with the preparation of this Agreement and each of the Seller's Closing Documents, the Purchaser's Closing Documents, and the other documents referred to in this Agreement, Seller and Corporation do hereby acknowledge and agree that C. Richard Wilkins Attorney At Law Professional Legal Liability Company acted as legal counsel to the Purchasers and not as the legal counsel to either Seller or Corporation, and do further expressly waive any conflict of interest which may arise from such representation of Purchasers.

IN WITNESS WHEREOF, the Seller, Purchaser and Corporation have executed and delivered this Agreement under seal as of the Effective Date.

SELLER:

D. Manning (SEAL)
DANNY O. MANNING

PURCHASERS:

(SEAL)
KAMAL CONSTANTINE

(SEAL)
ADAM MANNING

(SEAL)
DAVID M. WHITE

CORPORATION:

MANNING, INC., an Alabama corporation

By: D. Manning
Name: DANNY MANNING
As Its: PRES

RECEIPT OF STOCK

THE UNDERSIGNED hereby acknowledges receipt from DANNY O. MANNING of the following Certificates of the issued and outstanding common stock of the of MANNING, INC., an Alabama corporation (the "**Corporation**"); to-wit:

Date Issued	Certificate No.	Number of Shares
8/13/1974	2	24
9/29/2000	6	12.5
9/29/2000	8	12.5
1/05/2001	12	1.5
1/05/2001	14	1.5

and acknowledges further that said Certificates shall be held for redemption by the Corporation pursuant to the terms of that certain Stock Redemption and Purchase and Sale Agreement of even date herewith.

IN WITNESS WHEREOF the undersigned has executed this instrument as of the 5th day of MARCH, 2022.

MANNING, INC., an Alabama corporation

By: _____
Name: Danny Manning
Its Secretary

IRREVOCABLE STOCK TRANSFER POWER

FOR VALUE RECEIVED, and pursuant to that certain Stock Redemption and Purchase and Sale Agreement of even date herewith, I, DANNY O. MANNING (the **"Transferor"**), hereby grant, sell, bargain, convey, set over, assign and transfer to MANNING, INC. fifty-two (52) shares of the issued and outstanding common stock of MANNING, INC., an Alabama corporation, (the **"Corporation"**), standing in my name on the books of said Corporation, represented by the following:

Date Issued	Certificate No.	Number of Shares
8/13/1974	2	24
9/29/2000	6	12.5
9/29/2000	8	12.5
1/05/2001	12	1.5
1/05/2001	14	1.5

and hereby irrevocably constitute and appoint the Secretary of the Corporation as my true and lawful agent, for me and in my name and stead, to transfer said shares on the books of the Corporation.

IN WITNESS WHEREOF, the undersigned Transferor has executed this Irrevocable Stock Transfer Power as of the ____ day of _____, 2022.

TRANSFEROR:

DANNY O. MANNING

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF MANNING, INC. IN LIEU OF SPECIAL MEETING

As permitted by §10A-2A-8.21, *Code of Alabama* (1975), the undersigned, being the sole director of MANNING, INC., an Alabama corporation (the "Corporation"), does hereby consent to the following actions being taken without a special meeting and agrees that such actions are taken with like effect and validity as though duly taken by the affirmative vote of the Corporation's board of directors at a special meeting otherwise duly called and legally held, and directs that this written consent to the actions taken be filed with the minutes of the proceedings of the Board of Directors of the Corporation (the "Board").

1. In order to approve the redemption by the Corporation of fifty-two (52) shares of the outstanding common stock of the Corporation issued to, owned by and registered in the name of Danny O. Manning, the following resolution is adopted:

> **RESOLVED**, that the pursuant to the terms and subject to the conditions set forth in that certain Stock Redemption and Purchase and Sale Agreement of even date herewith by and among the Corporation, Danny O. Manning, Kamal Constantine, Adam Manning and David M. White, the Corporation shall purchase and redeem from Danny O. Manning fifty-two (52) shares of the outstanding common stock of the Corporation, which shares constitute all of the shares of the Corporation's common stock issued to, owned by and registered in the name of Danny O. Manning, which shares are free and clear of all liens, claims, pledges, security interests, encumbrances, adverse claims and legal, equitable, transfer and other restrictions; and
>
> **RESOLVED FURTHER**, that pursuant to §10A-2A-6.31, *Code of Alabama* (1975), upon the redemption of the foregoing fifty-two (52) shares as hereinabove set forth, said shares shall constitute authorized, but unissued shares of the Corporation's common stock.

2. In order to approve the sale and issuance by the Corporation of one hundred (100) shares of the authorized common stock of the Corporation to Kamal Constantine, Adam Manning and David M. White, the following resolution is adopted:

> **RESOLVED**, that the pursuant to the terms and subject to the conditions set forth in that certain Stock Redemption and Purchase and Sale Agreement of even date herewith by and among the Corporation, Danny O. Manning, Kamal Constantine, Adam Manning and David M. White, the Corporation shall sell and issue one hundred (100) shares of the authorized common stock of the Corporation to the following individuals and in the quantities set forth next to their names, respectively; to-wit:

NAME	NUMBER OF SHARES
KAMAL CONSTANTINE	57.5
DAVID M. WHITE	37.5
ADAM MANNING	5.0

3. In order to allow the President to execute certain written agreements on behalf of the Corporation, the following resolution is adopted:

RESOLVED, that the President of the Corporation be, and he hereby is, authorized to execute on behalf of the Corporation any and all written agreements or instruments necessary to carry out the foregoing resolutions, and that the Secretary of the Corporation be, and he hereby is, authorized to attest the same and to affix the corporate seal thereto.

4. In order to ratify the actions of the directors and the officers of the Corporation taken prior to the execution of this consent, the following resolution is adopted:

RESOLVED, that all actions taken by the directors and officers of the Corporation on behalf and in the name of the Corporation in their capacities as such directors or officers, prior to the execution of the consent in which this resolution is adopted are ratified, approved, confirmed, and adopted in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Action by Unanimous Written Consent as of the 5th day of March, 2022

BOARD OF DIRECTORS

DANNY O. MANNING, Director

UNANIMOUS CONSENT OF BOARD OF DIRECTORS
OF
MANNING, INC.
IN LIEU OF SPECIAL MEETING

As permitted by §10A-2A-8.21, *Code of Alabama* (1975), the undersigned, being all of the members of the Board of Directors of MANNING, INC., an Alabama corporation (the "Corporation"), in lieu of a special meeting of the Board of Directors, do hereby consent to, authorize and direct the adoption of the following actions being taken without a special meeting and agree that such actions are taken with like effect and validity as though duly taken by the affirmative vote of the Corporation's board of directors at a special meeting otherwise duly called and legally held, and directs that this written consent to the actions taken be filed with the minutes of the proceedings of the Board of Directors of the Corporation (the "Board"). viz:

RESOLVED, that the resignation of DANNY O. MANNING, as President, Secretary and Treasurer of the Corporation be accepted as of its tender.

RESOLVED FURTHER , that the following named persons are hereby elected to serve as the Officers of the Corporation, respectively:

KAMAL CONSTANTINE – Chief Executive Officer/President
ADAM MANNING – Vice President of Operations
DAVID M. WHITE – Chief Financial Officer/Secretary/Treasurer

DATED this 5th day of MARCH, 2022.

KAMAL CONSTANTINE, Director

ADAM MANNING, Director

DAVID M. WHITE, Director

UNANIMOUS CONSENT OF SHAREHOLDERS
OF
MANNING, INC.
IN LIEU OF SPECIAL MEETING

As permitted by §10A-2A-7.04, *Code of Alabama* (1975), the undersigned, being all of the Shareholders of MANNING, INC., an Alabama corporation (the "Corporation"), in lieu of a special meeting of the Shareholders, do hereby consent to, authorize and direct the adoption of the following resolutions, viz:

RESOLVED, that the following named persons are hereby appointed to serve as the Directors of the Corporation until their successors are duly elected and qualified:

KAMAL CONSTANTINE
ADAM MANNING
DAVID M. WHITE

RESOLVED FURTHER, that the resignation of DANNY O. MANNING, as a Director of the Corporation be accepted as of its tender.

DATED this 6th day of MARCH, 2022.

KAMAL CONSTANTINE

ADAM MANNING

DAVID M. WHITE

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
GROCERY STORE/MARKET	050/ 070 - Retail Beer & Wine (off premises)

Legal Business Name	Trade Name (DBA)
MANNING INC	PIGGLY WIGGLY

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
1360 NAVCO ROAD	20,890	ATTACHED

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet?
MOBILE	AL	36605	YES ... DRAWING ATTACHED

Business Contact Person

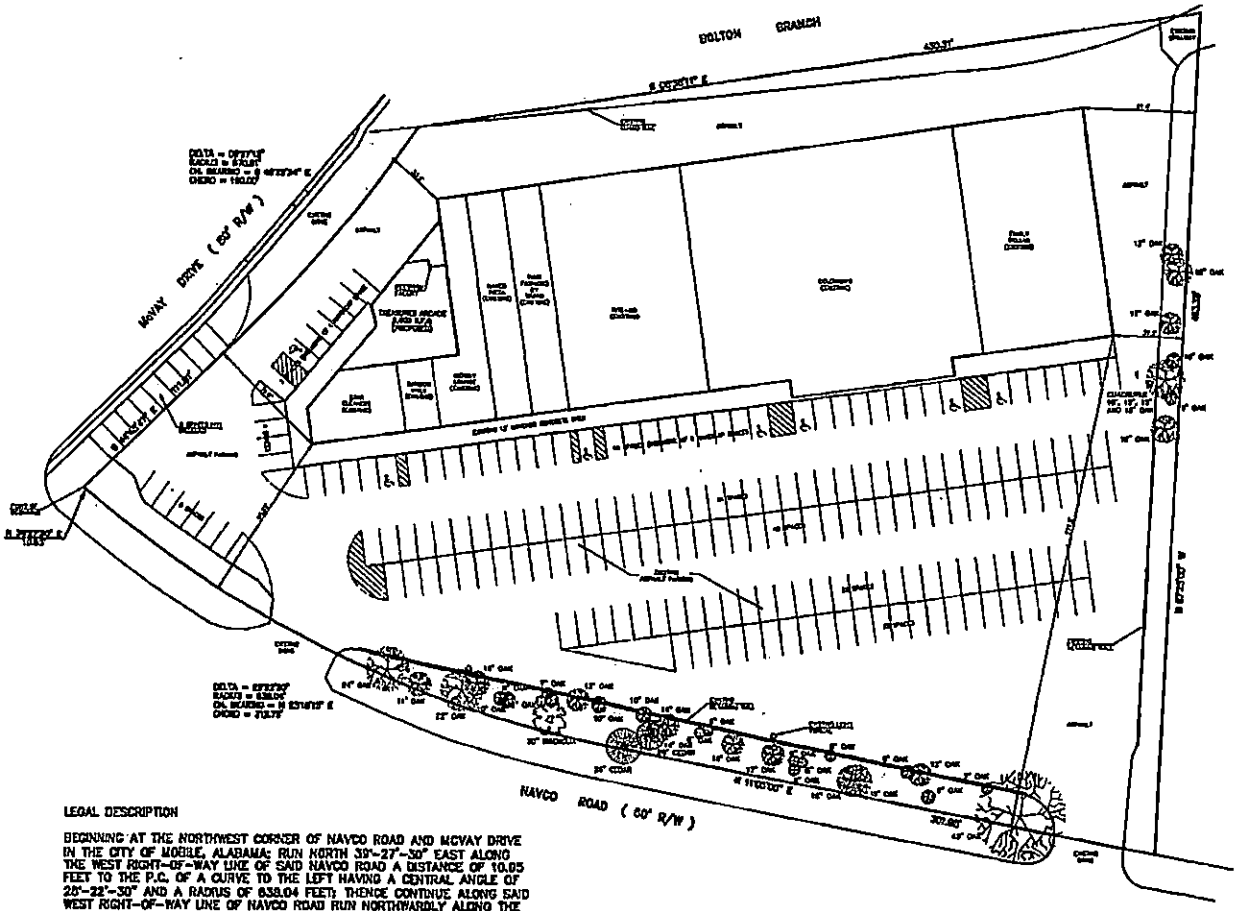
Name	Title	Phone	Email
BETSY M WHITE	POA	(251) 510-1502	BWHITE@BWFCPA.COM

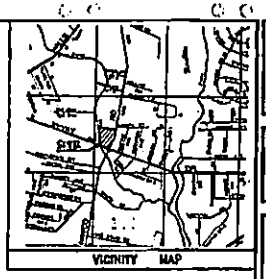
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
53+	53	YES	B-2	YES

Comments

Print Name	Signature	Date
D. Logan Anderson	D. Logan Anderson	03/09/2023





NOTES:

1. INTERIOR IMPROVEMENTS WILL BE LIMITED TO THAT OF TREASURES ARCADE, WHICH CONSIST OF APPROXIMATELY 2,500 S.F.

2. THE EXISTING STRUCTURE IS APPROXIMATELY 22' HIGH.

NOTES:
TOTAL SQUARE FOOTAGE OF ALL TENANT SPACES = 51,035 S.F. ±

TOTAL PARKING SPACES = 190 SPACES INCLUSIVE OF 7 HANDICAP SPACES

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF NAVCO ROAD AND McVAY DRIVE IN THE CITY OF MOBILE, ALABAMA; RUN NORTH 39°-27'-30" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NAVCO ROAD A DISTANCE OF 10.05 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 28°-22'-30" AND A RADIUS OF 638.04 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE OF NAVCO ROAD RUN NORTHWARDLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 315.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE OF NAVCO ROAD RUN NORTH 11°-03'-00" EAST A DISTANCE OF 301.68 FEET TO THE SOUTHEST CORNER OF LOT 3, McRAE'S FIRST ADDITION, ACCORDING TO PLAT RECORDED IN MAP BOOK 2, PAGE 47 OF THE PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT 3, McRAE'S FIRST ADDITION, RUN NORTH 87°-25'-00" WEST, A DISTANCE OF 403.38 FEET; TO A POINT ON THE EAST MARGIN OF BOLTON BRANCH; THENCE RUN ALONG SAID EAST MARGIN OF BOLTON BRANCH RUN SOUTHWESTWARDLY A DISTANCE OF 432 FEET, MORE OR LESS, TO POINT WHICH BEARS SOUTH 08°-38'-11" EAST A DISTANCE OF 430.31 FEET FROM THE LAST DESCRIBED POINT; SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF AFORELMENTIONED McVAY DRIVE AND THE ARC OF A 970.81 FOOT RADIUS CURVE CONCAVE SOUTHWESTWARDLY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF McVAY DRIVE AND SAID ARC OF CURVE RUN SOUTHEASTWARDLY 150.19 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF McVAY DRIVE RUN SOUTH 44°-43'-47" EAST A DISTANCE OF 111.61 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 4.304 ACRES, MORE OR LESS. BEING A PORTION OF LOTS 4, 5 AND 6, McRAE'S FIRST ADDITION.

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

SITE PLAN FOR PLANNING APPROVAL

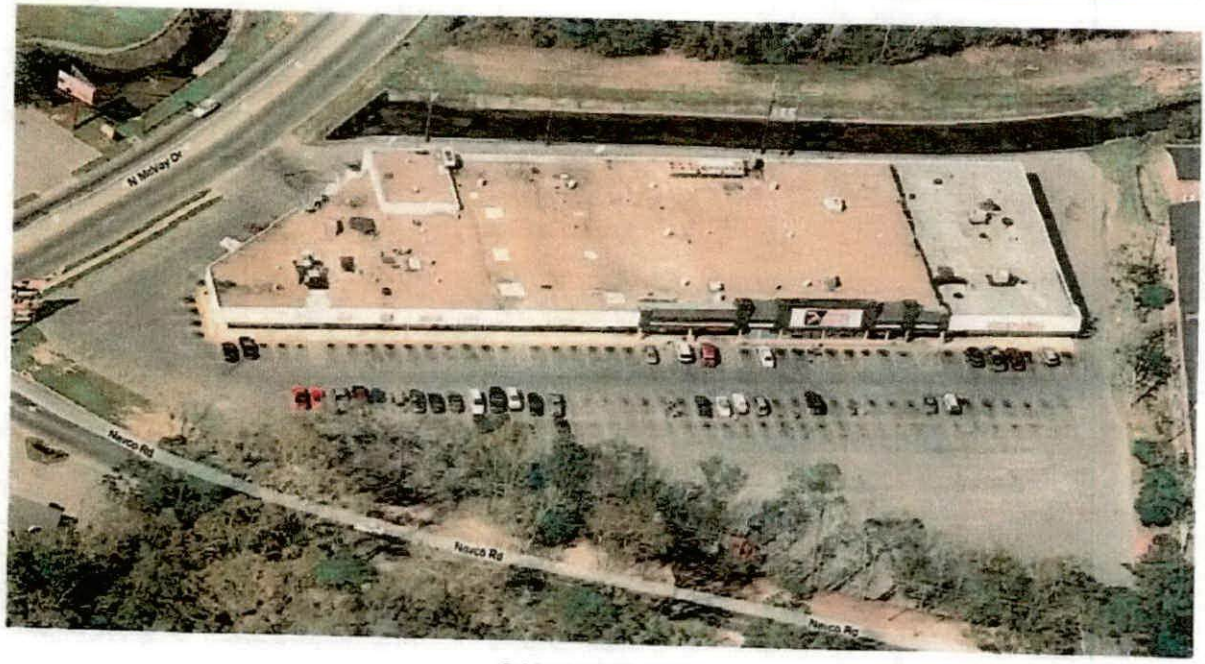
TREASURES ARCADE, INC.
McVAY DRIVE AND NAVCO ROAD
MOBILE, ALABAMA

DATE: 6/21/00

REVISIONS:

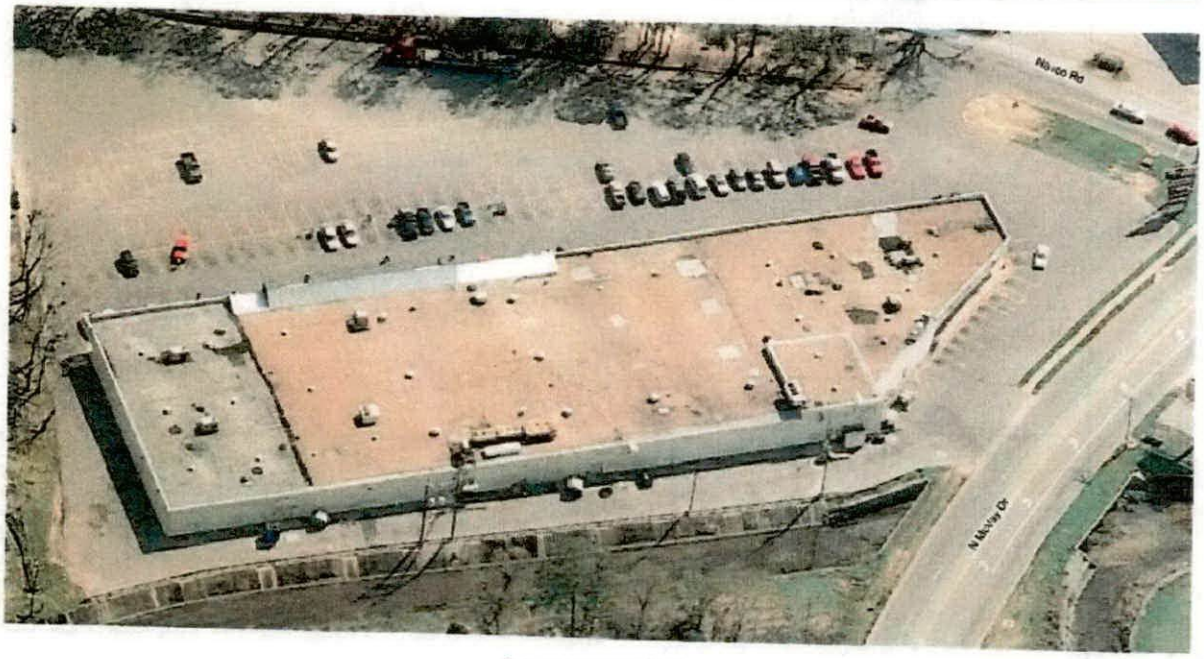
SHEET: 1 of 1

PHOTOGRAPHS OF THE SUBJECT



Subject Looking West

Subject Looking North



Subject Looking East

Subject Looking South

Lease

1. Names

This lease is made by **NAVCO SHOPPING CENTER, LLC, a Texas limited liability company (Landlord),** and **Manning Inc., an Alabama corporation doing business as Food for Less #10(Tenant).**

2. Premises Being Leased

Landlord is leasing to Tenant, and Tenant is leasing from Landlord, the following premises:

1360 Navco Road

Mobile, Alabama 36618

3. Term of Lease

The initial term of this Lease (the "Initial Term") shall commence on the **"Lease Commencement Date"** and shall terminate on the last day of the month which occurs the tenth (10th) annual anniversary of the **"Rent Commencement Date".**

Landlord and Tenant agree to execute a Rent Commencement Date Agreement.

"Lease Commencement Date" shall be the date the lease is fully executed.
"Possession Date" shall be the date of completion of the "Landlord's Work".
"Rent Commencement Date" shall be the earliest of ninety (90) days after the Possession Date or the date Tenant opens for business.

4. Rent

Tenant will pay rent in advance on the first day of each month. Tenant's first rent payment will be on the **"Rent Commencement Date".**

LANDLORD

Navco Shopping Center, LLC

Dated: 8/8/14

By: _____

Mohamed Shakoor.
V.P

TENANT

Manning Inc.

Dated: 8/7/14

By: _____

Kamal Constantine
G Manager

Dated: _____

By: _____

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

1360 Navco Road Mobile, AL 36605

The above described property is ( ) owned, (x) leased, ( ) sub-leased, or otherwise surrendered to Manning, Inc. who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 2nd day of March, 2023.

Charles E Christmas
Notary Public

Manning, Inc.
Property Owner Date

6/19/24
My Commission Expires

Licensee Date

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

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Sworn to and subscribed before me this 2nd day of March, 2023.

Charles E Christmas — Notary Public

Manning, Inc. — Property Owner — Date

6/19/24 — My Commission Expires

Betsy Whitt, PCA 3/17/23 — Licensee — Date

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 #	5567
Business Name	MANNING INC
Company DBA	PIGGLY WIGGLY
Business Address	1360 NAVCO ROAD 36605
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	02.28.2023
Agenda Meeting Date	03.14.2023

Betsy White, POA

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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
Afash	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 2:25 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Afash Food Mart, Inc.
Location:	Afash Food Mart 4362 Government Boulevard Mobile, AL 36693

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 5549

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.22.2023

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:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *AFASH FOOD MART INC*

Trade Name: AFASH FOOD MART

Location: 4362 GOVERNMENT BLVD MOBILE AL 36693

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 04.04.2023

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

OFFICE OF THE CITY COUNCIL

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P.O. Box 1151
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070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

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Trade Name: AFASH FOOD MART

Location: 4362 GOVERNMENT BLVD MOBILE AL 36693

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 04.04.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 04.04.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5549

☐ NEW APPLICATION	☑ TRANSFER-OWNERSHIP	☐ TRANSFER-LOCATION

AFASH FOOD MART INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(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: *AFASH FOOD MART INC*

TRADE NAME: AFASH FOOD MART

LOCATED AT: 4362 GOVERNMENT BLVD MOBILE AL 36693

☐ 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: YOUSEF M AL HAIDMI **PHONE#:** 718.757.6715

Business License & Taxes

Bill Detail

View Bill

Bill Year	2023
Bill Number	1478677
Owner Name	AFASH FOOD MART INC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$50.00
Total Unpaid Balance			$0.00
TOTAL DUE			$0.00

©2023 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

031957-0008 SHAWN S. 01/31/2023 10:07AM

BUSINESS LICENSE
AFASH FOOD MART INC
124004
2023 Item: 1478677
ALCOHOL APPLICATION
FEE

Principal	50.00
Interest	0.00
	50.00

Subtotal	**50.00**
Total	**50.00**
CASH	50.00
Change due	**0.00**

Paid by: AFASH FOOD MART INC

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5549

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***AFASH FOOD MART INC***

Ownership: ***CORPORATION***

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
AL HAIDMI, YOUSEF MOSHEN	OWNER	06.20.1984 YEMEN	

Corporate information: 001-037-215 (Enter book & page or document info) Date: 08.29.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***AFASH FOOD MART***

Location 4362 GOVERNMENT BLVD MOBILE AL 36693

Mailing Address 137 MILNER AVENUE THOMASVILLE AL 36784
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name MM CS SERVICES INC Type 050 / 070

Trade Name HOP IN #617 License No# 011671649

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? CONVENIENCE STORE

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?

NO

YA

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? ***YES***

(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** OWNER **DATE** 01.31.2023

The undersigned AFASH FOOD MART INC - YOUSEF M AL HAIDMI

(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 31st day of January 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 YOUSEF M AL HAIDMI E-mail: ALIALHAIDMI@GMAIL.COM

Phone Number: Home: 718.757.6715 Cell: 718.757.6715 Bus: 718.757.6715

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? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 2762

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
AL HAIDMI, YOUSEF MOSHEN	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: MM CK AL MANAGEMENT LLC 770.338.2620

Address of Property Owner/Lessor: PO BOX 1565 LAWRENCEVILLE GA 30046

Applicant attests to the truthfulness of the above responses. (Applicant's Initials) _____

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20221221145649743

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
MM CS SERVICES LLC
Address: 4362 GOVERNMENT BLVD
MOBILE, AL 36693
Telephone: 770-560-2180

NEW APPLICANT:
AFASH FOOD MART INC
Address: 137 MILNER AVE
THOMASVILLE, AL 36784
Telephone: 334-327-5886

Current License No: 050-011671649
070-011671649

LICENSED PREMISES ADDRESS: 4362 GOVERNMENT BLVD MOBILE, AL 36693

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 21st day of December, 2022.

CURRENT LICENSEE (NAMED ON LICENSE)

James Hanach PA
Print Name: James Hanach
Title:

NEW LICENSEE (APPLICANT)

Print Name: Yousef Alhaidmi
Title: Owner

WITNESS: (By ABC Enforcement)

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221221145649743

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: AFASH FOOD MART **Filing Fee:**

Applicant: AFASH FOOD MART INC **Transfer Fee:** $100.00

Location Address: 4362 GOVERNMENT BLVD MOBILE, AL 36693

Mailing Address: 137 MILNER AVE THOMASVILLE, AL 36784

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-037-215

Do you sell Draft Beer?:

Date Incorporated: 08/29/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/29/2022

Federal Tax ID: 88-3934315 **Alabama State Sales Tax ID:** R011538109

Name:	Title:	Date and Place of Birth:	Residence Address:
YOUSEF MOHSEN NASSER ALHAIDMI	OWNER	06/20/1984 YEMEN	

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: ALI AL HAIDMI
Business Phone: 334-327-5886
Fax:

Home Phone: 334-327-5886
Cell Phone: 251-327-5886
E-mail: SULAIMAN121179@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: HOP IN
Applicant: MM CS SERVICES LLC

Previous License Number(s)
License 1: 050-011671649
License 2: 070-011671649

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221221145649743

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MM CK AL MANAGEMENT LLC 770-338-2620
What is lessors primary business? PROPERTY RENTAL
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2762 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221221145649743

Initial each | **Signature page**

Initial each	
Y A	In reference to law violations, I attest to the truthfulness of the responses given within the application.
Y A	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
Y A	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.
X X X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X X X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
Y A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
Y A	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.
Y A	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.
Y A	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): Yousef Alhaidmi

Signature of Applicant: Yousef

Notary Name (print): Sandy Durhan

Notary Signature: Sandy Durhan Commission expires: 9/17/22

Application Taken: 12/21/22 **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:**

INFORMATION SHEET

Contact Person: Yousef AL HAIDMI **Phone #:** (718)-757-6715

Business Name: AFASH FoodMart

Corporation Name: AFASH Food MArt

Business Address: 4362 GOVERNMENT BLVD Mobile AL 36693

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? NO **- Building seating capacity:** _____

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building 2762

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**___; **Patriotic**___; **Political**___; **Athletic**___.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): AFASH Food MART inc
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Yousef, MOHSEN, AL HAIDMI

Social Security # _____ ace:_____ Sex: (✓)M ( )F

Driver License# _____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 06 / 20 / 1984

Place of Birth _____ Yemen
County *State* *Nation*

Present Addr _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell# 718-757-6715

****

Full Name (*First, Middle, Last*)_____

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth ___/___/___

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Yousef AL HAIDMI		None		

I certify that the above information is correct and true.

Yousef Alhaidmi owner Date: 12/22/22
Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Major Management LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 365 A Equipment Court Lawrenceville, Georgia 30046

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

September 12, 2022

Dear Mr. Al Haidmi,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:8002203863
NAME:ALHAIDMI,YOUSEF
SOC:129029332
ABI RESULT:NON-IDENT
SID:AL50102753

CERTIFIED COPY
OF
ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

   Afash Food Mart Inc.

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 corporation:

   7102 Cottage Hill Rd Mobile, AL 36695

   Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): Yousef Mohsen N AL Haidmi

   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

001-037-215 D/C

Date	08/29/2022
Time	14:24:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Convenient Stores ;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value _____ (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

8 / 29 / 2022

Date (MM/DD/YYYY)

Yousef Mohsen Nasser Al Haidmi

Signature as required by 10A-2A-1.20

Registered Agent

Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
Yousef Mohsen N Al Haidmi		

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:

Afash Food Mart Inc.

This name reservation is for the exclusive use of Yousef Mohsen Nasser Al Haidmi, 3804 Cabana So Apt 104, Mobile, AL 36600-1616 for a period of one year beginning August 29, 2022 and expiring August 29, 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.

August 29, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES042997

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-29-2022

Employer Identification Number:
88-3934315

Form: SS-4

Number of this notice: CP 575 A

AFASH FOOD MART INC
7102 COTTAGE HILL RD
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 88-3934315. 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	10/31/2022
Form 940	01/31/2023
Form 1120	04/15/2023

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.

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Convience Store
(Type of business)

AFASH FOOD MART
(Name of applicant whether individual, corporation, etc.)

4362 Government BLVD.
(Location address for application)

Mobile	AL	36693
City	State	Zip

~~2762~~ 4,467 SF
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

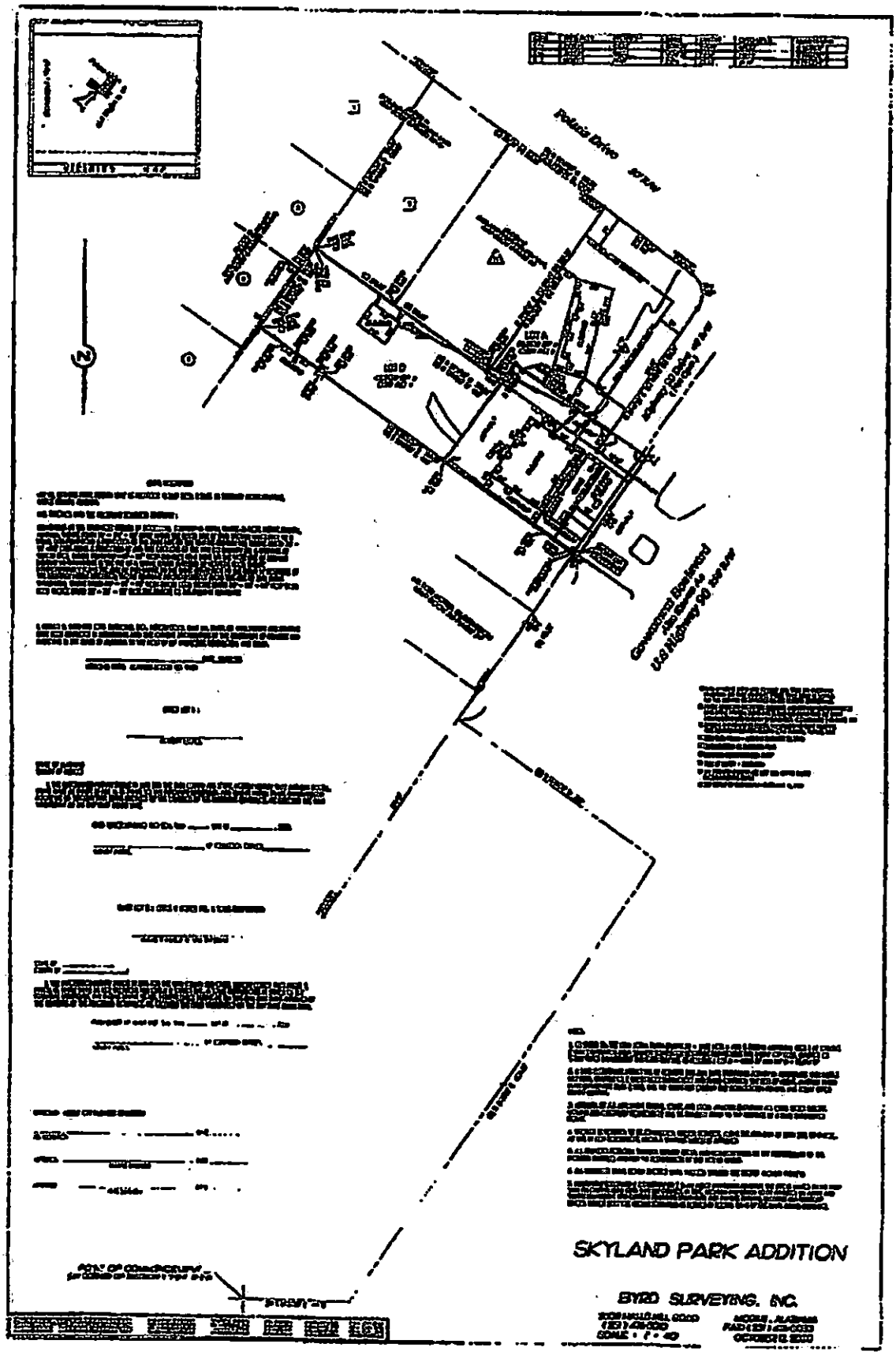
URBAN DEVELOPMENT DEPARTMENT

Zoning B-2 Parking Provided 15

Parking Required 15 Compliance: X Yes ____ No

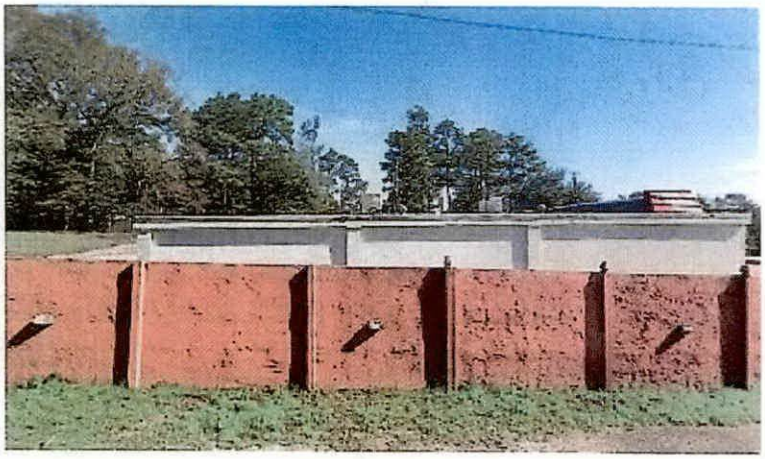
P. Logan Anderson (Signed by Urban Development Dept)

03/22/2023 Date


SKYLAND PARK ADDITION
BYRD SURVEYING, INC.

Google Maps 4362 Government Blvd

Map data ©2021 , Map data ©2021 20 ft



4362 Government Blvd

Directions Save Nearby Send to your phone Share

4362 Government Blvd, Mobile, AL 36693

JRFW+CC Mobile, Alabama

Photos

At this place

Circle K
4.2 (17) · $
Convenience store · Floor 0.0
Open until 11:00 PM

Cardtronics ATM
No reviews
ATM
Open 24 hours

Directions

Coinsource Bitcoin ATM
No reviews
ATM
Open 24 hours

Directions

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to AFASH Food Mart who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 9 day of Jan., 20 23.

Julia Camp — Notary Public

Property Owner — 1/9/23 Date

6/4/23 — My Commission Expires

Licensee — 1/9/23 Date

JULIA CAMP NOTARY PUBLIC EXP. JUNE 4, 2023 BANKS COUNTY, GEORGIA

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

1/9/23
Date

Owner of Property (Signature)

Scott A Moon, on behalf of MM CK AL Management LLC
Print Name of Property Owner

3054 Equipment Court
Address

Lawrenceville GA 30046
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

1.10.2023
Date

Applicant's Signature

Yousef Alhaidmi
Print Name of Applicant

Address

City State Zip

11

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 #	**5549**
Business Name	**AFASH FOOD MART INC**
Company DBA	**AFASH FOOD MART**
Business Address	**4362 GOVERNMENT BLVD 36693**
License Type	**050 - RETAIL BEER (OFF PREMISES ONLY)**
	070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	**01.31.2023**
Agenda Meeting Date	**02.14.2023**

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Afash 2	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/30/2023 - 2:27 PM

R E S O L U T I O N

Sponsored by: Councilmember Jones

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Afash Food Mart, Inc.
Location:	Afash Food Mart 7102 Cottage Hill Road Mobile, AL 36695

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5548

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.22.2023

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:

050 - RETAIL BEER (OFF PREMISES ONLY)
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

(Type of License)

TO: *AFASH FOOD MART INC*

Trade Name: AFASH FOOD MART

Location: 7102 COTTAGE HILL ROAD MOBILE AL 36695

This business is located within the City's corporate limits.

Comments:
TRANSFER APPLICATION
AGENDA 04.04.2023

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

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5548

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.22.2023

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:

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Comments:
TRANSFER APPLICATION
AGENDA 04.04.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 04.04.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5548

☐ **NEW APPLICATION** ☑ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

AFASH FOOD MART INC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **050 - RETAIL BEER (OFF PREMISES ONLY)**
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
(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: *AFASH FOOD MART INC*

TRADE NAME: AFASH FOOD MART

LOCATED AT: 7102 COTTAGE HILL ROAD MOBILE AL 36695

☐ 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: YOUSEF M AL HAIDMI **PHONE#:** 718.757.6715

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *TRANSFER-OWNERSHIP*
Application Date: 01.31.2023
Application No: 5548

Type License: ***050 - RETAIL BEER (Off Premises Only)***

Type License: ***070 - RETAIL TABLE WINE (Off Premises Only)***

Name of Applicant(s) ***AFASH FOOD MART INC***

Ownership: ***CORPORATION***

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
AL HAIDMI, YOUSEF MOSHEN	OWNER	06.20.1984 YEMEN	

Corporate information: 001-037-215 (Enter book & page or document info) Date: 08.29.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***AFASH FOOD MART***

Location 7102 COTTAGE HILL ROAD MOBILE AL 36695

Mailing Address 137 MILNER AVENUE THOMASVILLE AL 36784
(Include Street or Post Office Box Address City State, and Zip Code)

☑ **Previous Licensee Information** ☐ **Transferee**

Licensee Name MM CS SERVICES INC Type 050 / 070

Trade Name KANGAROO #618 License No# 011672249

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

1

What is the applicant(s) primary business at this location? CONVENIENCE STORE

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?

~~NO~~ ~~Y A~~

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? ***YES***

(If **YES**, explain in Law violation Section) **Signature of applicant** ~~Y~~

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** ~~Y~~

COUNTY OF **MOBILE** **TITLE** OWNER **DATE** 01.31.2023

The undersigned AFASH FOOD MART INC - YOUSEF M AL HAIDMI
(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.

~~Y~~
Signature of Affiant

Sworn to and subscribed before, me this 31st day of January Year 2023

R Shawn Skinner
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person YOUSEF M AL HAIDMI E-mail: ALIALHAIDMI@GMAIL.COM

Phone Number: Home: 718.757.6715 Cell: 718.757.6715 Bus: 718.757.6715

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? *NO*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 4467

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
AL HAIDMI, YOUSEF M	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: MM CK AL MANAGEMENT LLC 770.338.2620

Address of Property Owner/Lessor: PO BOX 1565 LAWRENCEVILLE GA 30046

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)

Business License & Taxes
Bill Detail

View Bill

Bill Year	2023
Bill Number	1478990
Owner Name	AFASH FOOD MART INC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2023 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

031957-0007 SHAWN S. 01/31/2023 10:06AM

BUSINESS LICENSE
AFASH FOOD MART INC
124003
2023 Item: 1478990
ALCOHOL APPLICATION FEE

Principal	50.00
Interest	0.00
	50.00

Subtotal	**50.00**
Total	**50.00**
CASH	50.00
Change due	**0.00**

Paid by: AFASH FOOD MART INC

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20221221140446328

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
MM CS SERVICES LLC
Address: 7102 COTTAGE HILL ROAD
MOBILE, AL 36695
Telephone: 770-338-2620

NEW APPLICANT:
AFASH FOOD MART INC
Address: 137 MILNER AVE
THOMASVILLE, AL 36784
Telephone: 334-327-5886

Current License No: 050-011672249
070-011672249

LICENSED PREMISES ADDRESS: 7102 COTTAGE HILL RD MOBILE, AL 36695

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 21st day of December, 2022.

CURRENT LICENSEE (NAMED ON LICENSE)

James Hancock Jr

Print Name: James Hancock
Title:

NEW LICENSEE (APPLICANT)

Print Name:
Title: owner Yousef Alhaidmi

WITNESS: (By ABC Enforcement) Sandy Duncan

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221221140446328

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** **County:**

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** **County:**

Trade Name: AFASH FOOD MART **Filing Fee:**

Applicant: AFASH FOOD MART INC **Transfer Fee:** $100.00

Location Address: 7102 COTTAGE HILL RD MOBILE, AL 36695

Mailing Address: 137 MILNER AVE THOMASVILLE, AL 36784

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-037-215

Do you sell Draft Beer?:

Date Incorporated: 08/29/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/29/2022

Federal Tax ID: 88-3934315 **Alabama State Sales Tax ID:** R011538109

Name:	Title:	Date and Place of Birth:	Residence Address:
YOUSEF MOHSEN SER ALHAIDMI	OWNER	06/20/1984 YEMEN	

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: ALI AL HAIDMI
Business Phone: 334-327-5886
Fax:

Home Phone: 334-327-5886
Cell Phone: 251-327-5886
E-mail: SULAIMAN121179@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: KANGAROO
Applicant: MM CS SERVICES LLC

Previous License Number(s)
License 1: 050-011672249
License 2: 070-011672249

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221221140446328

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MM CK AL MANAGEMENT LLC 770-338-2620
What is lessors primary business? PROPERTY RENTAL
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4467 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221221140446328

Initial each	Signature page
YA	In reference to law violations, I attest to the truthfulness of the responses given within the application.
YA	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
YA	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.
XXY	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.
YA	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
YA	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.
YA	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.
YA	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): Yousef ALhaidmi

Signature of Applicant: Yousef

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: 12/21/22 **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:**

INFORMATION SHEET

Contact Person: YOUSEF AL HAIDMT **Phone #:** 718-757-6715

Business Name: AFASH Food MART

Corporation Name: AFASH Food MART inc.

Business Address: 7102 Cottage Hill Rd Mobile AL 36695.

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. _____ **County** _____;
(Enter book and page or document info)

Date _____
(Incorporation or Authority)

Is business equipped with table & chairs? NO **Building seating capacity;** _____

Does the premises have a fully equipped and operational kitchen? NO

Is the place of business habitually used to serve food to the public? NO

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

_____

Square Feet of building 4467

_____

For a SPECIAL EVENT, list dates: from _____ **to** _____.
Type of Event _____.

IF OPERATING AS A PRIVATE CLUB:

- ⇒ **Does club charge & collect dues from elected members?** _____
- ⇒ **How many paid-up members are there in the Club?** _____
- ⇒ **Are regular meetings held?** _____ **If so, when?** _____
- ⇒ **Is business conducted through officers regularly elected?** _____
- ⇒ **Are members admitted by written application, investigation & ballot?** _____
- ⇒ **For what purpose is the Club organized & operated. Social**____; **Patriotic**____; **Political**____; **Athletic**____.
- ⇒ **Does the property used, as well as the advantages, belong to all the members?** _____
- ⇒ **Does the Club maintain in the establishment a special space & accommodation where, in consideration of payment, food, with or without lodging is habitually served?** ____
- ⇒ **Do the operations of the Club inure to the benefit of any individual members, officers, directors, agents, or employees rather than to the benefit of the entire membership?** _____.

OWNERS INFORMATION SHEET

Each owner, partner or corporate officer must be included on the application and each must be at least 21 years old.

Name of Applicant(s): AFASH Food MART
Note: Your corporation or LLC's name will be the Applicant

(Check One) ( ) *Sole Proprietorship* (✓) *Corporation* ( ) *Partnership* ( ) *LLC*

Fill in information below for Sole Proprietor, Partnership, Corporate Officer or LLC Members

Full Name (*First, Middle, Last*) Yousef, MOHSEN, ALHAIDMI

Social Security #_____ e:_____ Sex: (✓)M ( )F

Driver License#_____ State AL

Title (*i.e. Owner, President, Member*) Owner

Date of Birth 06 / 20 / 1984

Place of Birth _____ Yemen
County *State* *Nation*

Present Address: _____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell# 718-757-6715

****

Full Name (*First, Middle, Last*)_____

Social Security #_____ Race:_____ Sex: ( )M ( )F

Driver License#_____ State_____

Title (*i.e. Owner, President, Member*)_____

Date of Birth ___/___/___

Place of Birth_____
County *State* *Nation*

Present Address:_____
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address:_____ Home#_____ Cell#_____

EXPLANATION OF LAW VIOLATION

LIST BELOW ALL THE COURT RECORDS FOR THE LAW VIOLATIONS, OF EACH PERSON(S) LISTED ON THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, INCLUDING SOLE APPLICANT, PARTNER, OFFICER, OR MEMBER. (DO NOT INCLUDE TRAFFIC OFFENSES EXCEPT FOR DUI) (If none, state "NONE" beside each person's name)

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Yousef Mohsen Alhaidni	None			

I certify that the above information is correct and true.

Yousef Owner Date: 12/22/22

Signature & Title

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Major Managment, LLC
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 305 A Equipment Court Lawrenceville georgia 30046

IF ANY FALSE INFORMATION IS GIVEN OR IF ANY INFORMATION IS OMITTED ON THIS INFORMATION PACKET OR THE CITY OF MOBILE ALCOHOLIC BEVERAGE APPLICATION, YOUR APPLICATION WILL BE VOIDED AND TAKEN UNDER ADVISEMENT BY THE CITY OF MOBILE.

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

September 12, 2022

Dear Mr. Al Haidmi,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxx
TCN:
NAME:ALHAIDMI,YOUSEF
SOC:
ABI RESULT:NON-IDENT
SID

CERTIFIED COPY
OF
ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

   Afash Food Mart Inc.

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 corporation:

   7102 Cottage Hill Rd Mobile, AL 36695

   Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): Yousef Mohsen N AL Haidmi

   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

001-037-215 D/C

Date	08/29/2022
Time	14:24:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Convenient Stores ;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1000 Par Value _____ (optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

. The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

_____

Mailing address of Incorporator(s) – (if different from street address): _____

_____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☑ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

8 / 29 / 2022

Date (MM/DD/YYYY)

Yousef Mohsen Nasser Al Haidmi

Signature as required by 10A-2A-1.20

Registered Agent

Title

Additional Details

Incorporators

Incorporator	Street Address	Mailing Address
Yousef Mohsen N Al Haidmi		

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:

Afash Food Mart Inc.

This name reservation is for the exclusive use of Yousef Mohsen Nasser Al Haidmi, 3804 Cabana So Apt 104, Mobile, AL 36600-1616 for a period of one year beginning August 29, 2022 and expiring August 29, 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.

August 29, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES042997

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Convience Store
(Type of business)

AFASH FOOD MART INC
(Name of applicant whether individual, corporation, etc.)

7102 Cottage Hill Rd ~~Mobile, AL 36~~
(Location address for application)

Mobile	AL	36695
City	State	Zip

~~4467~~ 2,807 SF
(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

Zoning B-2 Parking Provided 10

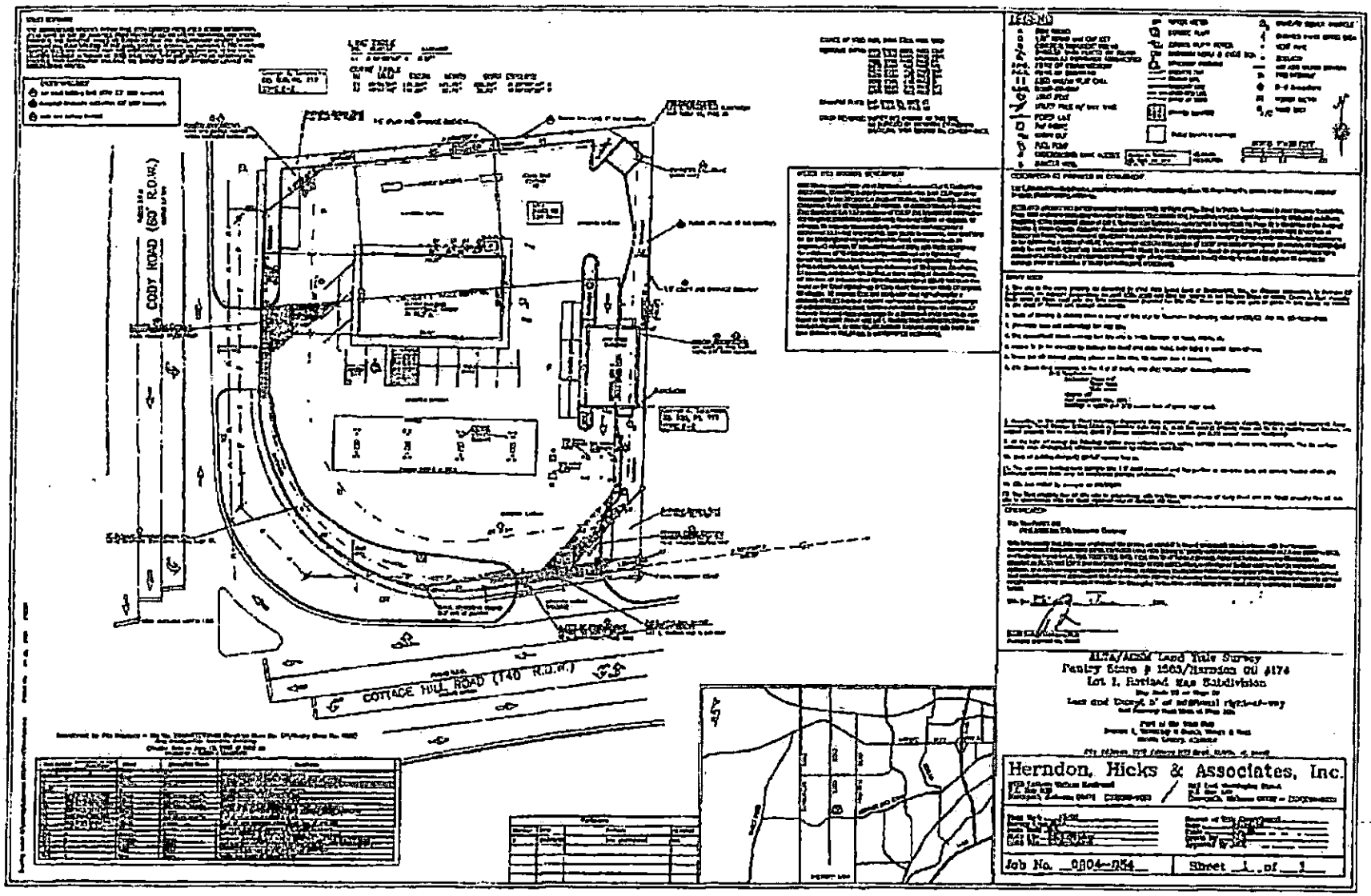
Parking Required 10 Compliance: X Yes ____ No

A. Logan Anderson 03/22/2023

(Signed by Urban Development Dept) Date

8

JHS


CODY ROAD (60' R.O.W.)
COTTAGE HILL ROAD (T40 R.O.W.)
ALTA/ACSM Land Title Survey
Family Store # 1503/Herndon OU #174
Lot 1, Revised Map Subdivision
Herndon, Hicks & Associates, Inc.
Job No. 0804-054
Sheet 1 of 1

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION – call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to AFASH Food Mart who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 9 day of Jan., 2023.

Julia Camp — Notary Public

1/9/23 — Property Owner — Date

6/4/23 — My Commission Expires

1/9/23 — Licensee — Date

JULIA CAMP NOTARY PUBLIC EXP. JUNE 4, 2023 BANKS COUNTY, GEORGIA

EXHIBIT "B"

LEGAL DESCRIPTION

LOT B, ACCORDING TO THE PLAT OF THE SKYLAND PARK ADDITION, AS RECORDED IN INSTRUMENT 2020071893, IN THE PROBATE OFFICE OF MOBILE COUNTY, ALABAMA.

THE ABOVE DESCRIBED PARCEL OF LAND IS THE SAME LAND AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 6064R-21 BEARING AN EFFECTIVE DATE OF MARCH 4, 2021.

Initials YA

COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE

THIS COMMERCIAL REAL ESTATE LEASE FOR COMMISSION STORE (hereinafter referred to as "Lease") made as of 12/19/2022, by and between **MM CK AL MANAGEMENT, LLC**, a Georgia limited liability company, with an address of P.O. Box 1565, Lawrenceville, GA 30046 (hereinafter referred to as "Landlord") and **AFASH FOOD MART INC.**, an Alabama corporation, with an address of 7102 Cottage Hill Road, Mobile, AL 36695 (hereinafter referred to as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, and said Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the term and conditions which hereinafter appear, the property located at **7102 Cottage Hill Rd, Mobile, AL 36695** as shown on the site plan attached hereto as Exhibit "A", and more particularly described on Exhibit "B" attached hereto (hereinafter referred to as the "Premises"). Notwithstanding anything to the contrary contained in this Agreement, Landlord owns and retains possession of the motor fuel dispensing equipment, lines, canopy area, monitoring devices, elevated concrete islands, and all other equipment necessary for the operation of a self-service petroleum products retail sales and dispensing facility (hereinafter referred to as the "Motor Fuels Property"). Landlord hereby grants to Tenant a non-exclusive easement to use the Motor Fuels Property to perform its duties and obligations herein; provided, however, Tenant may not obstruct or restrict access to the Motor Fuels Property.

2. **Term of Lease.** The term of this Lease shall be for one (1) year (hereinafter referred to as "Term") and commence on or about November 1, 2022 (hereinafter referred to as "Commencement Date"). This Lease shall renew for one (1) year unless either party sends notice of its intent to not renew sixty (60) days before end of term. Notwithstanding anything to the contrary contained herein, the Premises is currently leased by another tenant, and this Lease is contingent upon the termination of such existing lease and the vacation of the Premises by the current tenant, and if such lease is not terminated and/or vacated by the Commencement Date, Landlord may notify Tenant of such failure to terminate and/or to vacate, and upon delivery of such notice, this Lease shall terminate as of the earlier of the date of such notice or the Commencement Date, and any funds paid by Tenant to Landlord under this Lease shall be returned to Tenant. Notwithstanding the foregoing, if Tenant fails to take possession of the Premises within fifteen (15) days after the Commencement Date, in the sole discretion of Landlord, this Lease will terminate on the date selected by Landlord and indicated in a written notice, Landlord shall retain all amounts paid by Tenant, including prepaid rent and the Security Deposit, and neither party will have any further rights or obligations hereunder.

3. **Rental.** (a) Tenant agrees to pay Landlord, during the Term, rent (hereinafter referred to as "Rent") by EFT initiated by Landlord on the first (1st) day of each month (together with any "Reconciliation Payments" (as defined herein) on the fifteenth (15th) day following the end of a month) as follows:

Initials YA

WITNESS our hands and seals as of the date first written above.

LANDLORD:
MM CK AL MANAGEMENT, LLC

By: _____
Name: Scott A. Moon
Title: Manager

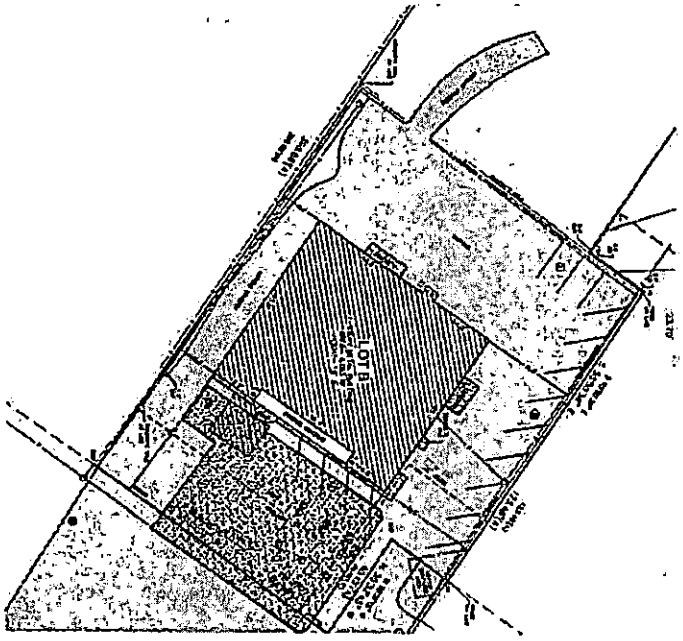
TENANT:
AFASH FOOD MART INC

By: _____
Name: Yousef Mohsen N Al Haidmi
Title: President

Initials YA

EXHIBIT "A"

SITE PLAN



Initials YA

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

1/9/23
Date

Owner of Property (Signature)

Scott A Moon, on behalf of MM CK AL Management LLC
Print Name of Property Owner

305A Equipment Court
Address

Lawrenceville GA 30046
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

1.18.2023
Date

Applicant's Signature

Yousef Alhaidmi
Print Name of Applicant

7102 Cottage Hill rd
Address

Mobile AL
City State Zip

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 #	5548
Business Name	AFASH FOOD MART INC
Company DBA	AFASH FOOD MART
Business Address	7102 COTTAGE HILL ROAD 36695
License Type	050 - RETAIL BEER (OFF PREMISES ONLY) 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
Post Date	01.31.2023
Agenda Meeting Date	02.14.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/4/2023

Funding Source

Project # 282 Laurel Drive - ME-146-22 **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 - 282 Laurel Drive	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/29/2023 - 9:03 AM
City Clerk	Gauthier, Lana	Approved	3/30/2023 - 11:09 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **282 LAUREL 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. 3, 4, 5, 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 **282 LAUREL DRIVE** described as:

LOTS 24 & 25 BLK 5 HARTWELL PL MBK 3 PG 315 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 311

Last Assessed to: JONES ROBERTA C/O MARGARET STALLWORTH

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 27, 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 4, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **282 LAUREL DRIVE.** OWNED BY OR MAY HAVE AN INTEREST**: JONES ROBERTA C/O MARGARET STALLWORTH** 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 0 030 311
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

282 Laurel Drive

Property Details			
	705641	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08-12-22	Comments	

Property Score			
Score	55	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 8/29/22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/30/2023

Property Address: 282 Laurel Drive **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

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

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

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

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

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

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

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

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 27 2023

MAR 27 2023

MAR 27 2023

MAR 27 2023

MAR 27 2023

MAR 17 2023

MAR 27 2023

MAR 27 2023

MAR 27 2023

MAR 27 2023

Affidavit of Mailed Notice

March 27, 2023

State of Alabama
County of Mobile

Subject Property – 282 Laurel Dive.

My name and official title 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heir-at-Law/next of kin of Roberta Jones
Margaret Stallworth
195 Pine Street
Cantonment, FL 32533-1250

February 8, 2023

RE: **282 Laurel Drive**
Project Number: ME-146-22

Dear Margaret Stallworth:

On January 24, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 282 Laurel Drive.

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

LOTS 24 & 25 BLK 5 HARTWELL PL MBK 3 PG 315 #SEC 44 T4S R1W #MP29 02 44 0 030

Parcel Number: 29 02 44 0 030 311

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **March 25, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 25, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 25, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 25, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 4, 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

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 282 Laurel Dr. Date: September 26, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 25, 2022

Per the Title Report, the owner is: Heir-at-Law/next of kin of Roberta Jones (DOD: 11/25/2011): Margaret Stallworth

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Margaret Stallworth 195 Pine St. Cantonment, FL 32533-1250	Known Heir and pays taxes (niece) Phone number 850-221-0025 Phone number 850-968-2483
2	Margaret Stallworth 282 Laurel Dr. Mobile, AL 36617-3913	Known Heir and pays taxes (niece) / Subject Property

TAX STATUS: 2021 Tax Lien

3	Mobile County Revenue Commission 3925 Michael Blvd Ste G Mobile Al 36609	2021 Tax Lien per Mobile County Revenue Commission

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens – City of Mobile vs Roberta Jones recorded 4/19/2021 instrument number 2021024362

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/4/2023

Funding Source

Project # 650 St. Michael Street - ME-008-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 650 St. Michael Street	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/28/2023 - 5:05 PM
City Clerk	Gauthier, Lana	Approved	3/30/2023 - 11:13 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **650 ST. MICHAEL STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 9, 11 and 14;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **650 ST. MICHAEL STREET** described as:

BEG NW COR DEARBORN & ST MICHAEL STS TH WLY ALG N/S ST MICHAEL ST 55 FT(S) TH NLY 48 FT(S) TH ELY 55 FT(S) TH SLY 48 FT(S) TO POB BEING PART GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 29 06 40 0 010 026

Last Assessed to: SINGLETON KEITH

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 27, 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 4, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **650 ST MICHAEL STREET.** OWNED BY OR MAY HAVE AN INTEREST: **WRIGHT CARRIE L -TR U/W OF C/O ROSEMA** 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 0 010 026
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

650 St. Michael Street

Property Details			
	756961	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	01-13-23	Comments	See Below.

Property Score			
Score	57	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-26-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/13/2023

Property Address: 650 St. Michael Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

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

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

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

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

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

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

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

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 27 2023

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Affidavit of Mailed Notice

March 27, 2023

State of Alabama
County of Mobile

Subject Property – 650 St. Michael Street.

My name and official title 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of George L. Little
Rosemary L. Watson
10341 Green Heron Court
Charlotte, NC 28278-6951

February 8, 2023

RE: **650 St. Michael Street**
Project Number: ME-008-23

Dear Rosemary L. Watson:

On January 13, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 650 St. Michael Street.

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

BEG NW COR DEARBORN & ST MICHAEL STS TH WLY ALG N/S ST MICHAEL ST 55 FT(S) TH NLY 48 FT(S) TH ELY 55 FT(S) TH SLY 48 FT(S) TO POB BEING PART GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 29 06 40 0 010 026

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **March 25, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 25, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 25, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 25, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 4, 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

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **650 St. Michael Street** Date: January 31, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 31, 2023

Per the Title Report, the owner is: Heirs of George L Little DOD 5/25/1956

Notes: I could not locate a will or Trust for George L Little. Mobile County Revenue Commission does not have any documents nor does Mobile County Probate Records. All but one of the children of George L Little are deceased. I included the only living daughter. She is 96 years old.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Rosemary L Watson 10341 Green Heron Ct Charlotte NC 28278-6951	Heir/Daughter of Phone number 251-661-1841 Phone number 704-733-9731
2	Kinnard D Wright Jr 1119 Delcastle Ct Bowie MD 20721-3204	Heir/Grandson of George Little DOD 5/25/1956 Phone number 301-674-8772
3	Willis L Wright 2636 Harding Blvd Baton Rouge LA 70807-5641	Heir/Grandson of George Little DOD 5/25/1956 Phone number 225-300-4659
4	Clyde W Wyatt 107 Trellis Ave Chauvin LA 70344-4021	Heir/Grandson of George Little DOD 5/25/1956 Phone number 251-300-9377 Phone number 716-227-5263
5	Winifred G Little 138 Sand Bar Ln Unit 4 Detroit MI 48214-8034	Heir/Granddaughter of George Little DOD 5/25/1956 Phone number 248-842-4751 Phone number 251-633-3816

6	Walter Kinnard Little Jr 1020 Montlimar Dr Mobile AL 36609-1707	Heir/Grandson of George Little DOD 5/25/1956 Phone number 251-454-5454 Phone number 251-471-5701 Phone number 251-639-0911 Phone number 251-633-3816
7	Lula Little 2422 N Creek Circle Dr Mobile AL 36617-2303	Heir/Wife of grandson Gray Lawrence Little Sr DOD 1/4/1975 which is son of George Little DOD 5/25/1956. Phone number 251-476-2542
8	Owner 650 St Michael St Mobile AL 36602-1808	Subject Property

TAX STATUS: 2022 DELINQUENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/4/2023

Funding Source

Project # 928 Nellie Street - ME-107-22 **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 - 928 Nellie Street	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/28/2023 - 5:02 PM
City Clerk	Gauthier, Lana	Approved	3/30/2023 - 11:18 AM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **928 NELLIE STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 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 **928 NELLIE STREET** described as:

LOTS 18 & 19 BLK 1 ARLINGTON TERRACE DBK 156 PG 256 #SEC 36 T4S R1W #MP29 11 36 0 002

Parcel Number: 29 11 36 0 002 094

Last Assessed to: DUVAL @ BROAD LLC

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 27, 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 4, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **928 NELLIE STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DUVAL @ BROAD LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 11 36 0 002 094
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

928 NELLIE ST

Property Details

PARCEL KEYX	00967029	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-26	COMMENTS	Broken windows

Property Score

SCORE ~~58~~ 82

SCORE DISCRIPTION Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5/18/22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/30/2023

Property Address: 928 Nellie Street **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

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

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

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

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

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

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 27 2023

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MAR 27 2023

Affidavit of Mailed Notice

March 27, 2023

State of Alabama
County of Mobile

Subject Property – 928 Nellie Street.

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

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

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
928 Nellie Street
Mobile, AL 36605

February 8, 2023

RE: **928 Nellie Street**
Project Number: ME-107-22

Dear Owner:

On January 30, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 928 Nellie Street.

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

LOTS 18 & 19 BLK 1 ARLINGTON TERRACE DBK 156 PG 256 #SEC 36 T4S R1W #MP29 11 36 0 002

Parcel Number: 29 11 36 0 002 094

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **March 25, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 25, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 25, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 25, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 4, 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

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 928 Nellie Street Date: October 5, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 29, 2022

Per the Title Report, the owner is: Michael Anthony Byrd (DOD 7/9/2020)
Duval @ Broad, LLC per State Tax Deed

NOTE: No information can be obtained for heirs of Michael Anthony Byrd. The property has been in Tax Sale since 2008 and Tax Deed was issued in 2016. Also, an assumption of mortgage by Duval @ Broad, LLC is listed.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 928 Nellie Street Mobile AL 36605	Subject Property

TAX STATUS: TAX DEED ISSUED

2	Duval @ Broad, LLC c/o Robert Isakson, II 740 Museum Dr Mobile AL 36608	State Tax Deed recorded 8/10/2016 bk7411 pg1142 issued to Duval @ Broad, LLC
3	Duval @ Broad, LLC c/o Robert Isakson, II 157 N Conception St Mobile AL 36603	Secondary Address

Parties with recorded liens per Title Report: NONE

Open Mortgages

4	Stephen Earl Tillman 1260A Rigby Rd Mobile AL 36608-8818	Mortgage assumption recorded 07/02/2019 instrument number 2019037188 Phone number 251-581-8037 Phone number 251-645-9697

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Ben Reynolds - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/4/2023

Funding Source

Project # 4400 Government Boulevard - ME-007-23 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 4400 Government Boulevard	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/29/2023 - 8:57 AM
City Clerk	Gauthier, Lana	Approved	3/30/2023 - 11:25 AM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds – District 4

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 **4400 GOVERNMENT BOULEVARD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 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 **4400 GOVERNMENT BOULEVARD** described as:

THAT CERTAIN LOT OF LAND FORMED BY A LINE DESC AS FOLL TO WIT: TO THE POB COM AT THE SW COR OF SEC 11 T5S R2W OF THE ST STEPHENS MERIDIAN AL RUN ELY ALG THE S/L OF SD SEC 11 A DIS OF 111.73 FT TO A PT SD PT BEING ON A PROJ OF THE E RWL OF U S HWY 90 TH WITH A DEFL ANG OF 56 DEG 19 MIN TO THE LT RUN NELY ALG A PROJ OF THE E RWL OF U S HWY 90 A DIS OF 1159.54 FT TO A PT TH WITH A DEFL ANG OF 90 DEG 00 MIN TO THE LT RUN NWLY A DIS OF 250 FT TO A PT ON THE W RWL OF U S HWY 90 TH WITH A DEFL OF 90 DEG 00 MIN TO THE RT RUN NELY ALG SD W RWL OF U S HWY 90 A DIS OF 120 FT TO THE POB OF THE PPTY HEREIN DESC FROM SD POB TH WITH A DEFL OF 89 DEG 38 MIN 30 SEC TO THE LT RUN NWLY A DIS OF 200 FT TH WITH AN INT ANG OF 90 DEG 21 MIN 30 SEC RUN NELY A DIS OF 278.85 FT TH WITH AN INT ANG OF 90 DEG 00 MIN RUN SELY A DIS OF 200 FT TO A PT ON SD W RWL OF U S HWY 90 TH RUN SWLY ALG SD W ROWL OF U S HWY 90 A DIS OF 35.22 FT TO A PT TH AN INT INT ANG OF 180 DEG 01 MIN RUN SWLY ALG SD W RWL A DIS OF 244.78 FT TO THE POB CONTG 1.28 ACRES M/L #SEC 11 T5S R2W #MP33 01 11 3 002

Parcel Number: 33 01 11 3 002 028

Last Assessed to: CITY OF GRACE MOBILE ALABAMA

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 27, 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 4, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4400 GOVERNMENT BOULEVARD.** OWNED BY OR MAY HAVE AN INTEREST**: CITY OF GRACE MOBILE ALABAMA** 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: 33 01 11 3 002 028
COUNCIL DISTRICT 4 – BEN REYNOLDS
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

4400 GOVERNMENT STREET

Property Details			
Parcel Key	1068114	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/12/2023	Comments	

Property Score			
Score	70	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-12-23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/30/2023

Property Address: 4400 Government Boulevard **District No:** 4

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

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

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

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

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

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

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

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

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

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Affidavit of Mailed Notice

March 27, 2023

State of Alabama
County of Mobile

Subject Property – 4400 Government Boulevard.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

City of Grace Mobile, Alabama
c/o Charles Dent
1516 Ridgeland Road West
Mobile, AL 36695-2718

February 8, 2023

RE: **4400 Government Boulevard**
Project Number: ME-007-23

Dear City of Grace Mobile, Alabama:

On January 24, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4400 Government Boulevard.

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

THAT CERTAIN LOT OF LAND FORMED BY A LINE DESC AS FOLL TO WIT: TO THE POB COM AT THE SW COR OF SEC 11 T5S R2W OF THE ST STEPHENS MERIDIAN AL RUN ELY ALG THE S/L OF SD SEC 11 A DIS OF 111.73 FT TO A PT SD PT BEING ON A PROJ OF THE E RWL OF U S HWY 90 TH WITH A DEFL ANG OF 56 DEG 19 MIN TO THE LT RUN NELY ALG A PROJ OF THE E RWL OF U S HWY 90 A DIS OF 1159.54 FT TO A PT TH WITH A DEFL ANG OF 90 DEG 00 MIN TO THE LT RUN NWLY A DIS OF 250 FT TO A PT ON THE W RWL OF U S HWY 90 TH WITH A DEFL OF 90 DEG 00 MIN TO THE RT RUN NELY ALG SD W RWL OF U S HWY 90 A DIS OF 120 FT TO THE POB OF THE PPTY HEREIN DESC FROM SD POB TH WITH A DEFL OF 89 DEG 38 MIN 30 SEC TO THE LT RUN NWLY A DIS OF 200 FT TH WITH AN INT ANG OF 90 DEG 21 MIN 30 SEC RUN NELY A DIS OF 278.85 FT TH WITH AN INT ANG OF 90 DEG 00 MIN RUN SELY A DIS OF 200 FT TO A PT ON SD W RWL OF U S HWY 90 TH RUN SWLY ALG SD W ROWL OF U S HWY 90 A DIS OF 35.22 FT TO A PT TH AN INT INT ANG OF 180 DEG 01 MIN RUN SWLY ALG SD W RWL A DIS OF 244.78 FT TO THE POB CONTG 1.28 ACRES M/L #SEC 11 T5S R2W #MP33 01 11 3 002

Parcel Number: 33 01 11 3 002 028

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or

☒ an accumulation of trash and debris.

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

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:
>
> ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
>
> (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
>
> (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;
>
> **Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property**

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

a) Repair the structures / and or building by **March 25, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 25, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 25, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 25, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 4, 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

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 4400 Government Boulevard Date: January 17, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 14, 2023

Per the Title Report, the owner is: City of Grace Mobile, Alabama

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	City of Grace Mobile, Alabama c/o Charles Dent 1516 Ridgeland Rd W Mobile AL 36695-2718	Owner/Registered Agent Phone number 251-378-1126
2	City of Grace Mobile, Alabama c/o Leroy Crenshaw 8760 Boe Rd Irvington AL 36544-2782	Owner/Registered Agent Phone number 504-450-7441
3	City of Grace Mobile, Alabama c/o Jabaria M Jenkins 1516 Ridgeland Rd W Mobile AL 36695-2718	Owner/Registered Agent Phone number 251-545-2100
4	Owner 4400 Government Blvd Mobile AL 36693	Subject Property

TAX STATUS: 2022 DUE – 2021 PAID

Parties with recorded liens per Title Report:

Weed Lien: City of Mobile vs Relcose, Inc recorded 1/7/2021 instrument number 2021001113

Open Mortgages

Relcose, Inc c/o Jay Myers 10950 Kelly Rd Mobile AL 36608-9013	Vendor's Lien Deed recorded 9/14/2020 instrument number 2020056391 Phone number 251-251-447-8728
Relcose, Inc c/o Douglas Alan Baymiller 256 McDonald Ave Mobile AL 36604-1618	Secondary Address for Vendors Lien Phone number 251-463-1282

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/4/2023

Funding Source

Project # 5500 Kaiser Court - ME-199-22 **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 - 5500 Kaiser Court	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	3/29/2023 - 7:57 AM
City Clerk	Gauthier, Lana	Approved	3/30/2023 - 11:29 AM

RESOLUTION

Sponsored by: Councilmember Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **5500 KAISER COURT** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 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 **5500 KAISER COURT** described as:

LOT 15 LEBARON WOODS UNIT 7 MBK 28 P 113 #SEC 03 T4S R2W #MP28 02 03 2 001

Parcel Number: 28 02 03 2 001 001.01

Last Assessed to: JONES GARY LAVAUGHN

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 27, 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 4, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **5500 KAISER COURT.** OWNED BY OR MAY HAVE AN INTEREST: **JONES GARY LAVAUGHN** 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 02 03 2 001 001.01
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

5500 Kaiser Court

Property Details			
	442710	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	~~N~~ Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	12-06-22	Comments	

Property Score			
Score	62	Score Description	~~Blight Review~~ DEMO

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/30/2023

Property Address: 5500 Kaiser Court **District No:** 7

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

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

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

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

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

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

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

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

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 27 2023

MAR 27 2023

MAR 27 2023

MAR 27 2023

MAR 27 2023

Affidavit of Mailed Notice

March 27, 2023

State of Alabama
County of Mobile

Subject Property – 5500 Kaiser Court.

My name and official title 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 confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Gary Lavaughn Jones
5500 Kaiser Court
Mobile, AL 36618-2475

February 8, 2023

RE: **5500 Kaiser Court**
Project Number: ME-199-22

Dear Gary Lavaughn Jones:

On January 30, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 5500 Kaiser Court.

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

LOT 15 LEBARON WOODS UNIT 7 MBK 28 P 113 #SEC 03 T4S R2W #MP28 02 03 2 001

Parcel Number: 28 02 03 2 001 001.01

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

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **March 25, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 25, 2023,** provide the Code Official with a work plan to accomplish the repairs by **March 25, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 25, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 4, 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

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 5500 Kaiser Court Date: December 15, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 15, 2022

Per the Title Report, the owner is: Gary Lavaughn Jones

NOTES: Currently resides in subject property.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Gary Lavaughn Jones 5500 Kaiser Ct Mobile AL 36618-2475	Owner/Subject property. Phone number 251-342-4345

TAX STATUS: EXEMPT SINCE 2013 TAX YEAR

Parties with recorded liens per Title Report: NONE

Open Mortgages

2	Amerigroup Mortgage 333 W. Florence Ave #C327 Inglewood CA 90301	Loan number 11100072705 for Gary Lavaughn Jones recorded 3/9/2011 bk6757 pg1303

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 2ND ANNUAL AWARD BREAKFAST CELEBRATING ADMINISTRATIVE PROFESSIONALS CALLED "AMAZIN ADMINS", ON WEDNESDAY, APRIL 26, 2023.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-01/10041020/42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION-FUTURE LEADERS WORKING	Cover Memo	3/29/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Gauthier, Lana	Approved	3/30/2023 - 10:38 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 **$1,500.00** to Future Leaders Working, from his discretionary funds*; and

WHEREAS, Future Leaders Working, 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 Future Leaders Working, *will be used to assist with the 2nd Annual Award Banquet celebrating Administrative Professionals, called "Amazin Admins",* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,500.00** to Future Leaders Working, 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:4/4/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE SPRING FILING THAT IS SET TO TAKE PLACE ON MAY 5, 2023.

Amount of Contract:

$1,500.00

Funding Source

Project # DSC-01/10041020/42140 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - OLD SHELL ROAD MAGNET SCHOOL	Cover Memo	3/30/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/30/2023 - 8:58 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 **$1,500.00** to Old Shell Road School of Creative and Performing Arts, from his discretionary funds*; and

WHEREAS, *Old Shell Road School of Creative and Performing Arts,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

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

WHEREAS, the Mobile City Council determines that this appropriation to *Old Shell Road School of Creative and Performing Arts will be used to assist with the Spring Fling on May 5, 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 **$1,500.00** to Old Shell Road School of Creative and Performing Arts 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:4/4/2023

Submitted by:

Shonnda Smith, Executive Deputy Director of Public Works

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To provide fireworks display for the COM 4th of July celebration

Amount of Contract:

35,000

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Pyrotecnico COM Fireworks Display Resolution	Cover Memo	3/27/2023
Professional Services Contract with Pyrotecnico	Cover Memo	3/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	3/27/2023 - 10:14 AM
Legal	Kern, Chris	Approved	3/27/2023 - 5:02 PM
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:42 PM

01- 2020

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Pyrotecnico Fireworks, Inc. for Fireworks Display for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $35,000.00 as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into this 20 day of March, 2023, by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Pyrotecnico Fireworks, Inc. (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing fireworks displays; and,

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

> Contractor will furnish and deliver to City certain fireworks which Contractor agrees to exhibit and display on July 4, 2023, in accordance with the program set forth in that certain "Pyrotecnico's July 4, 2023 City of Mobile Fireworks Display Proposal", which is attached hereto as Exhibit A, and incorporated by reference herein as a part hereof.

II. COMPENSATION

For such services City hereby agrees to pay Contractor the sum of **THIRTY-FIVE THOUSAND ($35,000.00) DOLLARS** payable as follows:

A. Fifty percent (50%) of said amount shall be paid upon City's execution of this Agreement.

B. The balance of said sum shall be paid within ten (10) calendar days of the completion of the fireworks display, and all contract obligations.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its adoption by the City Council of the City of Mobile and shall continue thereafter until the final payment is made.

IV. GENERAL PROVISIONS

A. Contractor represents and warrants that he/she has inspected the venue to the extent Contractor deems necessary and that same are in proper condition and adequate fro the uses contemplated by the Contractor to execute all covenants of this Agreement. The venue shall at all times be under the sole and exclusive charge and control of the City.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed; but on the contrary, Contractor shall be wholly responsible therefor.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.

G. 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.

H. City may cancel the fireworks display with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than fourteen (14) calendar days before the effective date of the termination.

In the event City cancels this contract as provided below, liquidated damages for such cancellation shall be paid by City to Pyrotecnico as follows:

a. In the event the fireworks display is cancelled more than thirty (30) days before the date scheduled for the fireworks display, twenty-five percent (25%) of the amount of the remaining balance due.

b. In the event the fireworks display is cancelled no more than thirty (30) days and no less than four (4) days before the contact, fifty percent (50%) of the amount of the remaining balance due.

c. If the fireworks display is cancelled no more than three (3) days but before the day scheduled for the fireworks display, seventy-five percent (75%) of the amount of the remaining balance due.

d. On the day scheduled for the fireworks display, one hundred percent (100%) of the amount of the remaining balance due.

Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a sufficient time to allow City to seek a suitable replacement. In such event, Contractor shall return to City all sums paid to Contractor under the terms of this Agreement.

I. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and

to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

J. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

K. 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.

L. 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.

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

N. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City of Mobile Parks and Recreation
Jonni Nottingham
48 N Sage Avenue
Mobile, AL 36607

And to Contractor at:

Pyrotecnico
P. O. Box 149
New Castle, PA 16103

O. 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.

P. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

Q. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

R. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

S. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

T. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the minimum 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 contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises,

products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$1,000,000 each occurrence

(2) Property damage liability - $500,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$1,500,000 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 $500,000 each occurrence
Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$1,500,000 per occurrence

c. **Total combined Excess Liability shall be $10,000,000.00**

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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

CITY OF MOBILE, A Municipal Corporation

By:_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR:
Pyrotecnico Fireworks, Inc.

By: Lynn Ann Hamed

Its Lynn Ann Hamed, Corporate Secretary

EXHIBIT A: Pyrotecnico's July 4, 2023 City of Mobile Fireworks Display Proposal
EXHIBIT B: Evidence of Insurance

EXHIBIT A

Pyrotecnico's July 4, 2023
City of Mobile Fireworks Display Proposal

City of Mobile, AL
Mobile Alabama
July 4, 2023

PYROTECNICO

OUR CORE VALUES

We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.

800.354.4705 • WWW.PYROTECNICO.COM

PYROTECNICO

PROPOSAL

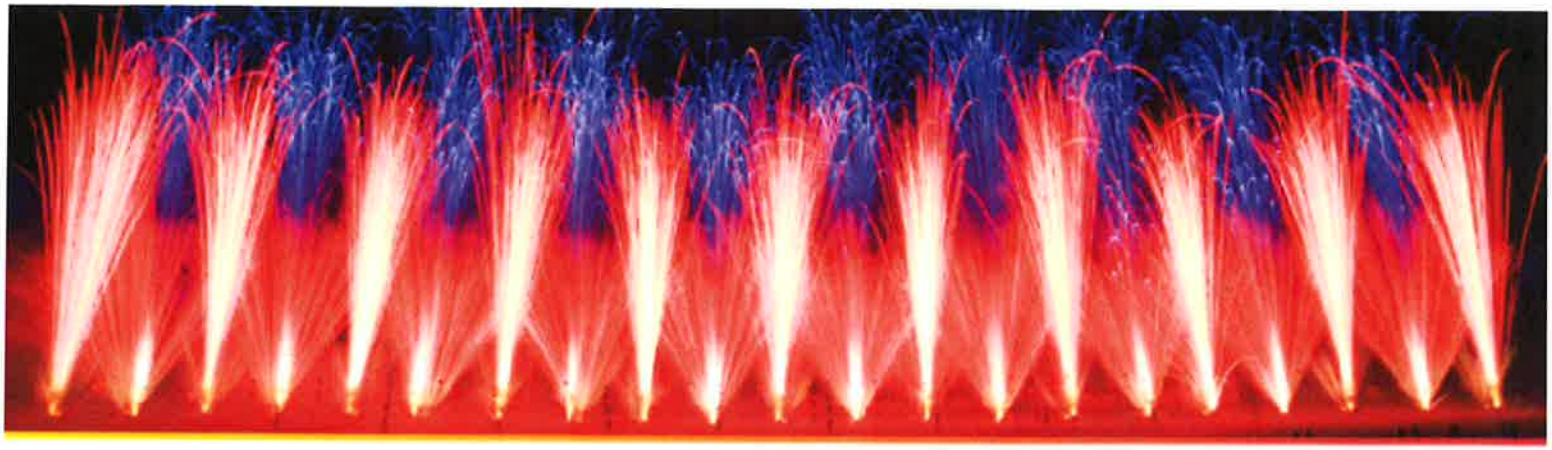
Client: City of Mobile Alabama

Event Date: July 4, 2023

Prepared for: Jonni Nottingham

Contract Terms:
50% deposit due upon signing of contract. The balance is due 10 days prior to the display.

This Presentation Includes:
- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products



Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

40 3-inch Assorted Color Changing Star Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

180 3-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

240 4-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

108 5-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

40 3-inch Titanium Salutes
320 3-inch Assorted Color Star Shells
60 4-inch Assorted Color Star Shells
20 5-inch Assorted Color Star Shells

PYROTECNICO

PRICING

DETAILS

$34,900.00 Aerial Fireworks Display (Suggested Duration 12-15 min)
$ 100.00 County Permit Fee

GRAND TOTAL

$35,000.00 (Total Does Not Include The Potential Price of a Barge)

PYROTECNICO

YOUR SHOW

We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!

*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)

800.354.4705 • WWW.PYROTECNICO.COM

AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.

PYROTECNICO

800.354.4705 • WWW.PYROTECNICO.COM

THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Duane Browning | Show Producer
800. 854. 4705 (Office)
770-539-1899 (Cell)

PYROTECNICO

800.354.4705 • WWW.PYROTECNICO.COM

EXHIBIT B

Evidence of Insurance

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William s. Stimpson

Purpose and Scope of Project:

To approve Item-based bid award to Gwins Stationery and Engraving Inc. for Printing and Mailing of Postcards.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20230328 Postcard Agenda Package POs	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Award, to the designated vendor for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5788	Printing and Mailing of Postcards	2	See bid tab	Six months, renewable for five additional six-month periods	(79615) Gwins Stationery and Engraving Inc.

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5788

PRINTING AND MAILING OF POSTCARD

	VENDOR	GWINS PRINTING	MH3 PRINTING	CALAGAZ PRINTING	INDIANA PRINTING
1	BLACK INK ONLY	$ 0.08500	$ 0.08200	0.07480	0.0751
2	ADDRESSING AND MAILING OF BLACK INK ONLY PRINTED POSTCARDS	$ 0.03500	$ 0.03500	0.06150	0.0579
3	POSTAGE RATE	$ 0.28000	$ 0.28000	0.28500	0.3200
	TOTAL FOR BLACK ONLY	$ 0.40000	$ 0.39700	0.42130	0.4530
	FULL COLOR	$ 0.10100	$ 0.10500	0.105	0.0751
	ADDRESSING AND MAILING OF BLACK INK ONLY PRINTED POSTCARDS	$ 0.03500	$ 0.03500	0.0615	0.0579
	POSTAGE RATE	$ 0.28000	$ 0.28000	0.2850	0.3200
	TOTAL FOR FULL COLOR	$ 0.41600	$ 0.42000	0.4515	0.4530
	GRAND TOTAL FOR ALL OR NONE	$ 0.81600	$ 0.81700	0.87280	0.9060
					Does not meet specs

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
03/16/2023	5788	Various	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, TUESDAY, MARCH 28, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 8,000-15,000	**PRINTING AND MAILING OF POSTCARDS** VENDOR SHALL BE RESPONSIBLE TO PRINT AND MAIL 5" X 8" POSTCARDS PRINTED ON BOTH SIDES FOR MAILING. TO BE ADDRESS AND MAILED. POSTCARDS ARE TO BE ON 100LB GLOSS COVER. ARTWORK AND ADDRESSES WILL BE PROVIDED BY CITY FOR EACH RUN OF POSTCARDS. **PRINTING:** PRICE PER POSTCARD **BLACK INK** ONLY $_____EA PRICE PER POSTCARD **FULL COLOR** PROCESS $_____EA ADDRESSING AND MAILING OF PRINTED POSTCARDS $_____EA POSTAGE RATE SHOULD BE AUTOMATED PRE SORT STANDARD. CITY SHALL REQUIRE A PROOF OF MAILING/RECEIPT BY POSTAL SERVICE AFTER EACH MAILING $_____EA Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

FOLLOWING SPECIFICATIONS APPLY TO ALL ITEMS ON THIS BID.

Vendor shall not change any portion without permission from the Purchasing Department.

Completed postcards to be mailed no less than seven (7) business days after receipt of approved proof from the city.

VENDOR MUST HAVE A PLACE OF BUSINESS LOCATED WITHIN MOBILE OR BALDWIN COUNTY, ALABAMA, FOR PICKUP, IF REQUIRED BY THE CITY OF MOBILE.

As official postal rates are changed, so shall the actual postal rate invoice be changed. Vendor will provide to the City of Mobile a US Postal Service rate change notification.

ALL ARTWORK AND ADDRESSES WILL BE SUPPLIED BY THE CITY UPON RELEASE OF PURCHASE ORDER.

All quantities purchased will be based on an "as needed" basis by City departments. Initial order to be as stated. Pricing shall be firm for additional orders, quantities. Vendor is responsible to provide all materials and labor.

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more additional six (6) month periods.

All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact.

Samples: City may request a sample of an item for evaluation. Vendor to provide sample upon request

City of Mobile Business License may be required. See Item 14 on reverse of Page 1.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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/**

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Graybar Electric Co Inc for 25 street light poles and arms for Traffic Engineering.
General fund.

Amount of Contract:

$62,578.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230327 Graybar Agenda Package POs	Cover Memo	3/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5813	2023	(2060) TRAFFIC ENGINEERING	25 STREET LIGHT POLES AND ARMS FOR TRAFFIC ENGINEERING (SEALED BID 5779)	$65,278.50	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005813-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5779 AND YOUR BID RESPONSE			
001	POLE STREET LIGHTING, ALUMINUM, SEAMLESS SHAFT, HEIGHT 29`8 ", TOP 4 1/2" BOLT PATTERN 8", POLE ONLY, HAPCO #A63116. NO SUB. AS PER MY BID 5779 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 2220	25.00 EACH	2239.45000	55986.25
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			55986.25
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	POLE ARM ONLY, ALUMINUM, 8`	25.00	371.69000	9292.25

Bill To	Requisition 00005813-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	CLAMP-ON, SINGLE MEMBER STREET LIGHTING (NO TRUSS), HAPCO #A66659. VENDOR TO PROVIDE POLE A66659. AS PER MY BID 5779 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 7679	EACH		
1	1000.40.20.3005.2060.3005.0000.0000.44020.			9292.25

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 65278.50

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	65278.50	517436.43
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

Bill To	Requisition 00005813-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	03/27/23	SANDRA LEWIS	GL Allocation, GL Allocation c
Unknown	03/27/23	SANDRA LEWIS	
Rejected	03/27/23	SANDRA LEWIS	as per our conversation
Approved	03/27/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	03/27/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5779

STREET LIGHTING POLES/ARMS/BASES

VENDORS		Southern Lighting & Traffic Systems	Graybar Electric	CED	IRBY	
Line			Local Vendor Preference			
1	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29' 8" Top 4 1/2", Bolt Battern 8", Pole Only, HAPCO #A63119, NO SUB	$ 2,095.00	$ 2,239.45	$ 2,399.04	$ 2,332.00	
3	Pole 29'8" Seamless, 4 1/2" Top, 8" Bolt Patern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12' Aluminum Truss Style Arm per HAPCO Drawing A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45	$ 2,195.00	$ 2,346.90	$ 2,515.49	$ 2,444.00	
4	Pole Arm Only, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659	$ 350.00	$ 371.60	$ 399.04	$ 387.00	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/27/2023	5779	Electrical	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, March 24, 2023

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.					
	STREET LIGHTING POLES/ARMS/BASES					
Appx 10-40	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29', 8" Top 4 ½", Bolt Pattern 8", Pole Only, HAPCO #A63119, NO SUB Make_____ Model_____					
Appx 5–50	Pole, 29', 8", Seamless, 4 ½" Top, 8" Bolt Pattern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12 Ft Aluminum Truss Style Arm per HAPCO Drawing #A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45 Make_____ Model_____					
Appx 5-50	POLE ARM ONLY, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659. Make_____ Model_____					
	Provide Literature and Specifications on item bid.					
	Prior to Award, the City may request detailed drawing of the Pole bid. Quote delivered pricing FOB Mobile.					
	Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Pricing shall be firm for a 6-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for up to five (5) additional 6-month periods.

This bid is for the purchase of street lighting pole/arms by the City of Mobile, as needed for ongoing capital improvement projects.

System / Products bid are to be compatible with existing equipment in use by the City of Mobile.

City will assist with the unloading. Vendor/truck line must call at least 24 hours prior to delivery attempt. Truck can be met/unloaded between 7:30 a.m. and 1:00 p.m. only. Notification required to ensure equipment in place for unloading.

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).

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. **TO BE AWARDED ON AN ITEM BASIS.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Graybar Electric Co Inc for 25 street light poles with 12ft truss arms for Traffic Engineering.
General fund.

Amount of Contract:

$58,672.50

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

ATTACHMENTS:

Description	Type	Upload Date
20230327 Graybar2 Agenda Package POs	Cover Memo	3/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5819	2023	(2060) TRAFFIC ENGINEERING	25 STREET LIGHT POLES WIYH 12FT TRUSS ARMS FOR TRAFFIC ENGINEERING (SEALED BID 5779)	$58,672.50	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5779 AND YOUR BID RESPONSE			
001	POLES, 29`-8" SEAMLESS 4-1/2" TOP, 8" BOLT PATTERN, ALUMINUM SHAFT PER HAPCO DRAWING #A63116, COMPLETE WITH 12 FT ALUMINUM TRUSS STYLE ARM PER HAPCO DRAWING #A63117 LESS ANCHOR BOLTS OR LEXINGTON 2908-45806T4 WITH ARM 1239B45, VENDOR TO PROVIDE HAPCO A63116/A63117. AS PER MY BID 5779 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 7694	25.00 EACH	2346.90000	58672.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			58672.50
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE			
	Deliver To			

Bill To	Requisition 00005819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 58672.50

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	58672.50	517436.43
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	03/27/23	SANDRA LEWIS	GL Allocation changed
Unknown	03/27/23	SANDRA LEWIS	
Rejected	03/27/23	SANDRA LEWIS	AS PER OUR CONVERSATION
Approved	03/27/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	03/27/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5779

STREET LIGHTING POLES/ARMS/BASES

VENDORS		Southern Lighting & Traffic Systems	Graybar Electric	CED	IRBY	
Line			Local Vendor Preference			
1	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29' 8" Top 4 1/2", Bolt Battern 8", Pole Only, HAPCO #A63119, NO SUB	$ 2,095.00	$ 2,239.45	$ 2,399.04	$ 2,332.00	
3	Pole 29'8" Seamless, 4 1/2" Top, 8" Bolt Patern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12' Aluminum Truss Style Arm per HAPCO Drawing A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45	$ 2,195.00	$ 2,346.90	$ 2,515.49	$ 2,444.00	
4	Pole Arm Only, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659	$ 350.00	$ 371.60	$ 399.04	$ 387.00	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/27/2023	5779	Electrical	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, March 24, 2023

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.					
	STREET LIGHTING POLES/ARMS/BASES					
Appx 10-40	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29', 8" Top 4 ½", Bolt Pattern 8", Pole Only, HAPCO #A63119, NO SUB Make_____ Model_____					
Appx 5–50	Pole, 29', 8", Seamless, 4 ½" Top, 8" Bolt Pattern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12 Ft Aluminum Truss Style Arm per HAPCO Drawing #A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45 Make_____ Model_____					
Appx 5-50	POLE ARM ONLY, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659. Make_____ Model_____					
	Provide Literature and Specifications on item bid. Prior to Award, the City may request detailed drawing of the Pole bid. Quote delivered pricing FOB Mobile.					
	Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 3 Pricing shall be firm for a 6-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for up to five (5) additional 6-month periods. This bid is for the purchase of street lighting pole/arms by the City of Mobile, as needed for ongoing capital improvement projects. System / Products bid are to be compatible with existing equipment in use by the City of Mobile. City will assist with the unloading. Vendor/truck line must call at least 24 hours prior to delivery attempt. Truck can be met/unloaded between 7:30 a.m. and 1:00 p.m. only. Notification required to ensure equipment in place for unloading. 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).					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3					
	Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
	If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.					
	TO BE AWARDED ON AN ITEM BASIS.					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of purchase order to Best Price Services LLC for ditch-cleaning services for five ditches.
General fund.

Amount of Contract:

$78,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230328 Best Agenda Package POd	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7708	2023	(2086F) FLOOD CONTROL	DITCH CLEANING SERVICES FOR FIVE DITCHES (SEALED BID 5783)	$78,000.00	(292420) BEST PRICE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
BEST PRICE SERVICES LLC 7057 FOREST GLEN CT IRVINGTON, AL 36544 Tel#251-458-0510	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER CITY OF MOBILE BID #5783 AND YOUR QUOTE			
001	DITCH CLEANING SERVICES TOULMIN SPRINGS/ WILSON AVE / WESTWARD TO PRICHARD LANE	1.00 EACH	15000.00000	15000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			15000.00
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	DITCH CLEANING SERVICES 7540 OLD MILITARY RD TO 5080 JONES RD N	1.00 EACH	11000.00000	11000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			11000.00

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	DITCH CLEANING SERVICES 7540 OLD MILITARY RD TO 7520 NEWCOMBE DR	1.00 EACH	10000.00000	10000.00
1	1000.40.20.2070.2086.2070.0000.0000.42155.			10000.00
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
004	DITCH CLEANING SERVICES 7410 OLD MILITARY RD TO MUDDY CREEK	1.00 EACH	9500.00000	9500.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			9500.00

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

005	DITCH CLEANING SERVICES 7330 OLD MILITARY RD TO MUDDY CREEK	1.00 EACH	8500.00000	8500.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			8500.00

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
006	DITCH CLEANING SERVICES 5103 JONES RD N TO 7341 OLD MILITARY RD	1.00 EACH	12000.00000	12000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			12000.00
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	DITCH CLEANING SERVICES 5621 WILL CASHER LAND TO 7190 SMITH ST	1.00 EACH	12000.00000	12000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			12000.00

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
BEST PRICE SERVICES LLC 7057 FOREST GLEN CT IRVINGTON, AL 36544 Tel#251-458-0510	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Requisition Link

Requisition Total 78000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42155. PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE	78000.00	4577707.28

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

Activity	Date	Clerk	Comment
Approved	03/28/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/28/23	JAMES DELAPP	
Approved	03/28/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	03/28/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/28/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/28/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/28/23	JOHN PAINE	

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 03/28/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5783
DITCH CLEANING SERVICES

	HUGHES 360	BEST PRICE SERVICES
CONCRETE TRAPEZOIDAL		
Toulmin Springs/Wilson Ave/Westward to Prichard Lane	$29,500.00	$15,000.00
EARTHEN DITCHES		
~~7642 Old Military Rd to Muddy Creek~~	Removed	Removed
7540 Old Military Rd to 5080 Jones Rd N	$5,000.00	$11,000.00
7540 Old Military Rd to 7520 Newcombe Dr	$17,650.00	$10,000.00
7410 Old Military Rd to Muddy Creek	$14,750.00	$9,500.00
7330 Old Military Rd to Muddy Creek	$24,276.00	$8,500.00
5103 Jones Rd N to 7341 Old Military Rd	$20,727.00	$12,000.00
5621 Will Casher Lane to 7190 Smith St	$24,142.00	$12,000.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

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

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 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:
03/03/2023	5783	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, March 24, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

DITCH CLEANING SERVICES

Contractor(s) to clean the following drainage ditches in the City of Mobile. Ditches will consist of 2 types of concrete trapezoidal and earthen ditches.

City wants the work to be completed within 45 days after the issuance of the Purchase Order.

Concrete Trapezoidal

Toulmin Springs Branch from Wilson Avenue

Westward to Prichard Lane

THE ABOVE TO BE AWARDED ALL OR NONE

THE FOLLOWING EARTHEN DITCHES TO BE AWARDED ALL OR NONE

Earthen Ditches

- 7642 Old Military Road to Muddy Creek
- 7540 Old Military Road to 5080 Jones Road North
- 7540 Old Military Road to 7520 Newcombe Drive
- 7410 Old Military Road to Muddy Creek
- 7330 Old Military Road to Muddy Creek
- 5103 Jones Road North to 7341 Old Military Road
- 5621 Will Casher Lane to 7190 Smith Street

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

Ditches will be cleaned as per the following and attached information.

A <u>mandatory</u> pre-bid meeting will be held at 8:30 am on Friday, March 17, 2023 at James Seals Community Center, 540 Texas Street.

Bidders must attend the entire meeting.

Failure to attend or to attend the complete meeting will be cause for rejection of your bid.

Vendor will need to provide the following Certificate of Insurance with the following minimum requirements within 24 hours of the request by the City of Mobile.

<u>Insurance</u>: 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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

(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.

The City is interested in starting the ditch maintenance season as soon as possible, therefore, Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5783**.

Here is the link for map images:
https://maps.cityofmobile.org/bids/5783/index.html

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, March 24, 2023**, or the **Bid #5783.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Friday, March 24, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Any bids delivered after **12:01 P.M., Friday, March 24, 2023** will be returned unopened.

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.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PRICING

Concrete Trapezoidal

Toulmin Springs Branch from Wilson Avenue

Westward to Prichard Lane $_____

Earthen Ditches

7642 Old Military Road to Muddy Creek $_____

7540 Old Military Road to 5080 Jones Road North $_____

7540 Old Military Road to 7520 Newcombe Drive $_____

7410 Old Military Road to Muddy Creek $_____

7330 Old Military Road to Muddy Creek $_____

5103 Jones Road North to 7341 Old Military Road $_____

5621 Will Casher Lane to 7190 Smith Street $_____

STORMWATER DRAINAGE DITCH CLEANING

DESCRIPTION

The City of Mobile (COM) is seeking bids for the cleaning of specified drainage ditches throughout the COM as per the following and attached location map. Contract work will start upon direction of the COM. All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. The ditches are clearly described in the link provided by the COM which includes maps of the ditches.

1. DITCH CLEANING

Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. as per the attached typical sections. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable as directed. Disposal of sediment shall be as directed and may include redistributing within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the COM shall be notified.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for damages due to ditch sections due to contractor negligence or improper use of equipment.

The main flow lines of ditches in low areas overrun by vegetation with no clearly established channels shall be cleared by the contractor. A city representative will define the main flow line, as required.

If pipe blockages or beaver dams are found in ditches, Public Services is to be notified. COM will clear any blocked pipes.

2. TRASH

All trash and litter (except tires) within the ditch section shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. (ROW STAGING LOCATION TO BE COORDINATED WITH PUBLIC SERVICES)

Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible to a truck and trailer. The COM Public Services Trash Division shall be contacted for removal of the pile.

3. VEGETATION REMOVAL

Contractor is responsible for the removal of living and dead vegetation inside the easements of the ditches assigned (see attached cross sections). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by COM. If unsure of the area, there will be a contact at Public Services for clarification.

Overhanging vegetation from ditches that are less than five feet tall shall be cleared, up to at least five feet from the bottom of the ditch. Ditches that are taller than five feet shall be cleared of overhanging vegetation to the top edge of the ditch.

The grass and vegetation shall be mowed to a height of 4” to 6”

The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch.

Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is complete.

In the areas where the slope of an earthen ditch wall is greater than a 1:1 slope, the vegetation will be trimmed by the contractor up to and even with the top of the wall.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches leaves bare exposed ground, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil.

4. FIELD DOCUMENTATION

The following documentation will be required to be maintained by the contractor:

1) Photos of the ditches, before and after cleaning.
2) The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
    a. Provide documentation, with each invoice, showing the amount and location of litter removed in that pay period
    b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3) Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify work was conducted down to the water line, and to verify all visible trash was removed. If requested by the contractor, the COM will have an inspector available daily to verify the contractor's work to eliminate additional work by the contractor being required after a ditch's water level lowers.

5. ACCESS

The COM guarantees access to each ditch from at least one end, not always both.

While workers are present, contractors are allowed to remove fences to enter ditch areas; fences must be replaced when workers are not present.

6. TRAFFIC CONTROL

The COM will not assist with traffic control. Contractor is responsible for the implementation and maintenance of any traffic control. Traffic control methods shall conform with the current MUTCD.

7. ADDITIONAL REQUIREMENTS

The COM is interested in starting the ditch maintenance activities as soon as possible, therefore, vendors must be properly qualified to do business with the COM. Vendors shall provide with this bid the following:

- Registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register
- COM Business License Number
- Proof of Registration with the E-Verify Program, Federal and State
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification

The following is required and must be filled in:

Registration Number with Secretary of State Office __
COM of Mobile Business License Number ___
E-Verify Enrollment Number
Insurance Carrier can provide Certificate of Insurance for COM requirements within one (1) day of notification: YES_NO_

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

COM of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided, they have the above required items. A blank copy of the Service Contract is included in this bid package. The blank Contract copy does not have to be filled out or returned with this bid.

A Bid Bond is not required.

8. SAFETY

Contractor shall comply with all applicable OSHA and COM of Mobile rules and regulations. Contractor shall provide effective safety training to employees. Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment.

Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties.

The COM has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify COM in the event of a spill.

If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator.

Failure to comply with safety issues may result in contract termination.

Contractor shall notify the COM of Mobile of any incidents reported to them.

9. PAYMENT

1. Payment will occur when each awarded ditch listed in the contracted sector is completed (cleaned and cut) as described above by the contractor and inspected by COM Staff.

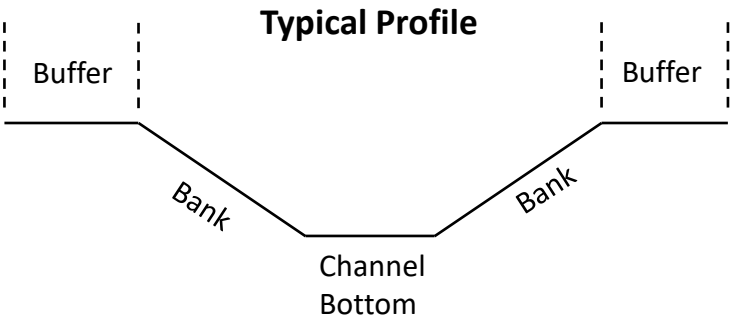
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. If the contractor prefers, COM can accommodate a 2-payment model. 50% payment when 50% of the work is done (as inspected/approved by Public Services staff in the payment process described above).
4. The penalty for exceeding the 45-day project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor.
5. If rain disrupts the schedule, weather records must be noted on the submitted schedule to explain any variances in the completion timeline.

The price that is quoted in the bid documents is the price the COM will pay for your services.

10. PERFORMANCE

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, the entire contract may be terminated. The COM is the sole determiner of whether the vendor is operating at the capacity required.

Trapezoidal Ditch Maintenance Standards



Note: *This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

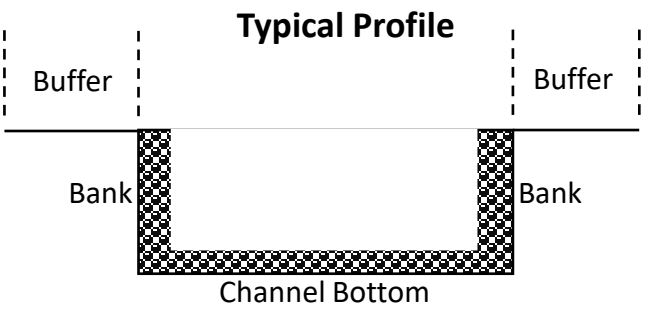
Buffer Area Encroachments

Slope and Bank Obstructions

Trapezoidal Ditch Maintenance Standards

Expected Condition After Maintenance

Gabion Ditch Maintenance Standards



Note: *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

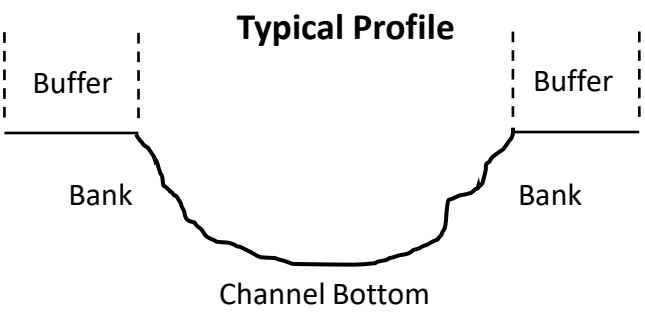
Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

Gabion Ditch Maintenance Standards

Expected Condition After Maintenance

Earthen Ditch Maintenance Standards



Note: *This profile represents a typical earthen ditch. Depth, slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

Earthen Ditch Maintenance Standards

Expected Condition After Maintenance

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kone Inc for skirt brush assemblies for Cruise Terminal escalators.
General fund.

Amount of Contract:

$20,473.91

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230329 Kone Agenda Package POs	Cover Memo	3/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7151	2023	(3032) ARCHITECTURAL ENGINEERING	PROVIDE AND INSTALL SKIRT BRUSH ASSEMBLIES ON CRUISE TERMINAL ESCALATORS (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$20,473.91	(273592) KONE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007151-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KONE INC	CRUISE TERMINAL
30604 SGT. E. I. BOOTS THOMAS	201 SOUTH WATER ST
	MOBILE, AL 36602
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/23	273592	03/15/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	PROPOSAL TO SUPPLY ELEVATOR, ESCALATOR, MOVING WALKWAY MAINTENANCE, REPAIR, MODEERNIZATION AND RELATED PRODUCTS, SERVICES AND SOLUTIONS UNDER THE OMNIA PARTNERS/ U.S. COMMUNITIES PROGRAM UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF KANSAS CITY MASTER CONTRACT(REFERENCE GENRL-EV2516 DATED DECEMBER 1, 2018)	1.00 LOT	20473.91000	20473.91

Additional Description Notes

PER YOUR ATTACHED SCOPE OF WORK DATED 03.02.23

FOR WORK ON THE BELOW:
#20225308 UP ESCALATOR
#20225309 DOWN ESCALATOR

FOR QUESTIONS OR CONCERN CONTACT M. THOMAS @ 251.208.7519

1	6020.70.00.0000.0000.0000.0000.0000.42150.	20473.91

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00007151-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.42150. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/23	273592	03/15/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Requisition Link

Requisition Total 20473.91

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

Account	Amount	Remaining Budget
6020.70.00.0000.0000.0000.0000.0000.42150.	20473.91	
CRUISE TERMINAL EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	03/29/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/29/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/29/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/29/23	JOHN PAINE	
Approved	03/29/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

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

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:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to NEC Corporation of America for SmartScan fingerprint identification hardware and software for MPD.
General fund/Drug fund.

Amount of Contract:

$57,890.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230329 NEC Agenda Package POs	Cover Memo	3/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4974	2023	(1530) POLICE ADMIN SERVICES	SMARTSCAN FINGERPRINT IDENTIFICATION HARDWARE AND SOFTWARE FOR MPD (NCPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$57,890.00	(276087) NEC CORPORATION OF AMERICA

Adopted:

_____
City Clerk

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER NCPA CONTRACT #01-126 AND YOUR QUOTE #INS085.			
001	DESKTOP STATION THAT INCLUDES UPS, DELL OP SFF PC WITH KEYBOARD AND MOUSE; ASUS VT229H TOUCH MONITOR, AND CROSSMATCH 1000PPI F&P DIGITAL SCANNER; ALSO INCLUDES SOFTWARE AND ALEA INTERFACE. (SMARTSCAN FINGERPRINT BASE APPLICATION AND PALM, AND STATE INTERFACE) PROFESSIONAL SERVICES INCLUDE: SHIPPING, INSTALLATION, INTEGRATION, DOCUMENTATION, NEC TRAVEL EXPENSE, TRAINING AND 12-MONTH WARRANTY.	2.00 EACH	22577.00000	45154.00
	Additional Description Notes			
	NO SUBSTITUTIONS			
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			45154.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
NEC CORPORATION OF AMERICA 10850 GOLD CENTER DR STE 200 RANCHO CORDOVA, CA 95670 Tel#916-463-7000 Fax 916-463-7041	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	12 MONTH WARRANTY, MAINTENANCE, AND SUPPORT FOR EACH DELL OP SFF PC W/KB &CPD & ASUS VT229H TOUCH MONITOR AND 2 CROSSMATCH 1000 PPI F&P SCANNERS. POST WARRANTY 8X5 REMOTE MAINTENANCE AND SUPPORT (2 UNITS). Additional Description Notes --- NO SUBSTITUTIONS	2.00 EACH	3838.00000	7676.00
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			7676.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	LEXMARK MS823DN; FBI-CERTIFIED B&W PRINTER WITH 2 TRAYS. PRICE INCLUDES SHIPPING, INSTALLATION, TESTING AND 12 MONTH WARRANTY (8X5). Additional Description Notes --- NO SUBSTITUTIONS	2.00 EACH	2200.00000	4400.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			4400.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
NEC CORPORATION OF AMERICA 10850 GOLD CENTER DR STE 200 RANCHO CORDOVA, CA 95670 Tel#916-463-7000 Fax 916-463-7041	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	12 MONTH WARRANTY; MAINTENANCE; AND SUPPORT FOR EACH PRINTER POST WARRANTY 8X5 REMOTE MAINTENANCE AND SUPPORT LEXMARK MS823DN FBI CERTIFIED B&W PRINTER WITH 2 TRAYS. Additional Description Notes --- NO SUBSTITUTIONS	2.00 EACH	330.00000	660.00
	1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			660.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 57890.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	57890.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	57890.00	

DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	01/30/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	01/30/23	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	01/30/23	TRAVIS MARSHALL	Auto approved by: 9105thrr

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/30/23	LAPORTSIA NETTLES		Auto approved by: 9105thrr	
	Approved	01/30/23	RANDY THREADGILL			
	Approved	02/27/23	DONALD ROSE		Approved by: 9105fola	
	Approved	02/27/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	02/27/23	KAREN NAMAN		Auto approved by: 910516727	
	Approved	02/27/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	02/27/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 16th, 2021

NEC Corporation of America
ATTN: Keith Terreri
3929 W. John Carpenter Freeway
Irving, TX 75063

Dear Keith:

Region XIV Education Service Center is happy to announce that NEC Corporation of America has been awarded an annual contract for Advanced Cloud and On-Premise Communications Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2024. The contract can then be renewed annually for an additional two years if mutually agreed on by Region XIV ESC and NEC Corporation of America.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, October 12th, 2022

NEC Corporation of America
ATTN: Keith Terreri
3929 W. John Carpenter Freeway
Irving, TX 75063

Re: Annual Renewal of NCPA contract #01-126

Dear Keith:

Region XIV Education Service Center is happy to announce that NEC Corporation of America has been awarded an annual contract renewal for Advanced Cloud and On-Premise Communications Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on July 31st, 2026, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

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 NCPA 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 Johnson Controls, Inc. (#02-55) and Midwest Mechanical (#02-91), 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 the National Cooperative Purchasing Alliance ("NCPA"), 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 NCPA pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by NCPA 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 NCPA, 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 NCPA or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NCPA'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:4/4/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Best Prices Services LLC for Right of Way Mowing at DIP and Cypress Shores, 3/cycles per year at unit rates, for one year, renewable for two additional one-year periods.

General Fund.

Amount of Contract:

$225,000.00 per year

Funding Source

Project # **Discretionary Funds**

Project String 10042086 42070 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Ditches	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/23/2023 - 3:28 PM
Legal	Kern, Chris	Approved	3/23/2023 - 4:30 PM
			3/23/2023 - 4:30

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

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 the Best Price Services, LLC, to provide right of way ditch mowing services for Dauphin Island Parkway and Cypress Shores, for one year, renewable annually without further approval required by Council, for up to a total of three years, 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 March, 2023 by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BEST PRICE SERVICES LLC (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.

DAUPHIN ISLAND PKWY DITCH MOWING	$60,000/cycle
CYPRESS SHORES DITCH MOWING	$15,000/cycle

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:

Best Price Services, LLC
7057 Forest Glen Court, Irvington, AL 36544

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,

Anthony B. Richards, Its Owner (title)

On behalf of Best Price Service LLC

3-23-23 Date

State of Alabama

Mobile County

I, Katie N. Cardona, a Notary public in and for said County, in said State, hereby certify that Anthony Richards, whose name as Owner of Best Price, 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 Owner (corporate title) as aforesaid. Given under my hand this the 23 day of March, 2023.

Katie N. Cardona

Notary Public

My Commission expires on: 3/15/2025

KATIE N. CARDONA NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 15, 2025 ALABAMA STATE AT LARGE

CITY,

_____ _____

Its Mayor Date

ATTEST:

_____ _____

City Clerk Date

EXHIBIT A

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: **tajb** Buyer: **002**

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
02/23/2023	5776	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 pm, Thursday, March 16, 2023

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.					

RIGHT OF WAY DITCH MOWING SERVICES

The City of Mobile is seeking bids on mowing of City of Mobile Ditches in the Cypress Gardens and Dauphin Island Parkway Areas as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.

The City defines a mowing cycle (cycle) as having a ditch or area mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.

The City's desire is to have all areas mowed in an eight (8) week cycle or four (4) times per year between **May 2023**, and **November 30, 2023**. The mowing cycles will have all areas mowed in fifty six (56) days starting in **May 2023**.

There is no guarantee on the number of cycles to be completed.

The City's desire is to have all areas mowed (1 mowing cycle) once every eight (8) weeks or fifty six (56) days unless the City notifies the contractor otherwise.

Unless explained by the occurrence of a natural disaster (a named tropical storm or hurricane), if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the cost of the streets that exceeded the cycle per day that the cycle time is exceeded.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name Best Price Services, LLC

Typed Signature Anthony Richardson

By [signature]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID CONTINUATION SHEET

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

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, all of the ditches awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required.

This bid will be awarded on an area basis or group basis as defined on sheet called, Right of Way Ditch Mowing Service Pricing.

The City is interested in starting the mowing as soon as possible, per the attached schedule, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 1 day of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 316-222

City of Mobile Business License Number 80325

E-Verify Enrollment Number 804918

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES ✓ NO___

Contractors who bid on more than one area must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By Andy G. Richardson

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

BID CONTINUATION SHEET

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

Vendor will make available ALL of his Equipment for Inspection.

Equipment on order or will be bought if Awarded a contract will not count.

Equipment not viewed will not count.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the groups of ditches involved.

The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been completed during that two week period; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if a cycle time for the area exceeds eight weeks, the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the ditch mowed.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Page 4 of 5

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted ditches.

A bid bond is not required.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Thursday, March 16, 2023**

Any bids delivered after **12:01 PM, Thursday, March 16, 2023,** _____ will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the **12:01 PM, Thursday, March 16, 2023,** date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current mowing season to **December 31, 2023.**

Maps for this bid may be viewed at:

https://maps.cityofmobile.org/bids/5674/index.html

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5776.**

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Page 5 of 5

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5776 and your company name** on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional years (Mowing Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Ditch Mowing Group awards for a second or third year (Mowing Seasons).

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 Best Price Services, LLC

By [signature]

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

RIGHT OF WAY DITCH MOWING SERVICES

PRICING SHALL BE A TOTAL PRICE/COST TO MOW
ALLTHE DITCHES IN EACH GROUP/AREA

DAUPHIN ISLAND PARKWAY DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 60,000

CYPRESS SHORES DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 15,000

City of Mobile

Ditch Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height no less than 3.00", no more than 5.00") as measured from the soil line
- Contractor is responsible for mowing all of the areas shown on the supplied maps from the edge of the right of way to the pavement; any questions about this should be directed to the designated City contact
- Mowing equipment shall consist of finishing mowers such as push mowers and string trimmers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking ornamental trees; damaged trees shall be replaced, where applicable
- Contractor shall complete each street (including string trimming, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired
- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing

String Trimming

- Vegetation shall be controlled on and around trees, signs, mailboxes, posts, fences, utility poles, light poles, and all stationary objects using a string trimmer
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Spraying

- **NO** herbicide spraying for ditch mowing allowed. The contractor will be charged a **50%** penalty of the mowing cycle's total amount for using herbicide spray if the City of Mobile determines its use during mowing inspection.

Litter

- Any manmade object shall be considered litter

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message of streets completed every two weeks in accordance with the established schedule. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- All specifications must be met before payment is released
- Any initial cleanup is included in the bid price.
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contract employees shall be courteous to the public at all times

- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- This contract is for up to **four** complete cycles that are no longer than **eight** weeks, beginning on April 17, 2023 and ending on November 30, 2023 as shown in the chart attached.
- The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been **completed** during that two week period **{THIS ONLY APPLIES TO DAUPHIN ISLD PKWY DITCH CONTRACT; and only two payments are allowed per each cycle)** ; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if the cycle time for the area exceeds eight weeks the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle. **The contractor CANNOT skip streets but complete the streets' ditches consecutively.** Contractors working on Cypress Shores' ditches will be paid once per each completed cycle.
- The contractor must NOT jump from one street until all ditch mowing is completed. Then, proceed to the next street to continue ditch mowing.
- If the contractor completes the streets in a period shorter than eight weeks they will paid on a bi-weekly basis for all streets as they are completed; the contractor may not start the next cycle until the date shown on the above schedule.
- In the event of a natural disaster (a named tropical storm or hurricane) the contract may be suspended for an agreed upon period of time; payment shall not be made for a missed operation
- Any used tires found in or around a ditch will be piled by the contractor in one location accessible to a truck and trailer and the City Public Works' Trash Division contacted for removal.
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contractor vehicles must be marked with business' name and/or business logo
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall be finely mulched and evenly distributed back into drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City

- The use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted
- Limbs and other debris shall be removed from the site and disposed of in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class - II or Class III as required by the MUTCD for the type of traffic hazard.
- Contractors vehicles shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken

- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

Cypress Shores Roadside Ditches AS OF 11/07/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR FEET
AUDUBON DR	3,508.50	0.66	4.31
BELLE ISLE LN	541.10	0.10	0.66
BENSON RD	972.61	0.18	1.19
BLUE GILL CIR	1,722.54	0.33	2.12
BOWDEN RD	2,852.62	0.54	3.50
BUCKNELL DR	1,232.35	0.23	1.51
CANAL CIR E	1,103.37	0.21	1.35
CANAL CIR W	1,253.32	0.24	1.54
CANAL PARK	500.22	0.09	0.61
CANAL DR	4,479.38	0.85	5.50
CINDY DR	2,161.54	0.41	2.65
CLEMSON DR	1,892.37	0.36	2.32
COLBY RD	375.73	0.07	0.46
COLE DR E	1,307.10	0.25	1.61
COLE DR N	639.19	0.12	0.78
COLE DR W	960.51	0.18	1.18
COLGATE DR	1,363.37	0.26	1.67
CROWN DR	71.11	0.01	0.09
CYPRESS SHORES DR	3,927.04	0.74	4.82
CYPRESS SHORES DR N	1,016.02	0.19	1.25
DOWNEY DR	1,761.53	0.33	2.16
EVERGREEN SERVICE RD	1,170.65	0.22	1.44
FURMAN DR	4,709.92	0.89	5.78
HIGGINS RD	12,328.44	2.33	15.14
HOBART RD	1,324.87	0.25	1.63
NICHOLL DR	1,716.03	0.33	2.11
PINEHURST DR	624.75	0.12	0.77
POINT RD	1,509.45	0.29	1.85
RANGELINE RD	1,481.06	0.28	1.82
RANGELINE SERVICE RD	773.26	0.15	0.95
RUTGERS RD	4,623.68	0.88	5.68
SAWYER AVE	766.73	0.15	0.94
SHIPYARD RD	7,443.51	1.41	9.14
TODD ACRES DR	4,818.25	0.91	5.92
TODD BLVD	93.32	0.02	0.11
TRINITY RD	940.88	0.18	1.16
TUFTS RD	3,465.83	0.66	4.26
TOTAL	81,432.15	15.42	100.00

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
AIRVIEW DR	581.42	0.11	0.32
ALBA AVE	1787.26	0.34	0.99
ALBA CLUB RD	6664.76	1.26	3.69
ALLEN CT	64.95	0.01	0.04
ANNWOOD DR	1673.57	0.32	0.93
ANSON CT	860.04	0.16	0.48
ARC RD	5319.99	1.01	2.94
ARCHER LN	544.38	0.10	0.30
BAKERS LN	398.51	0.08	0.22
BAY CRESCENT DR	1916.21	0.36	1.06
BAY FRONT RD	8700.18	1.65	4.82
BOYKIN BLVD	8079.11	1.53	4.47
BROOKMONT DR	1161.07	0.22	0.64
BRYAN AVE	2261.37	0.43	1.25
CASSIE LN	3157.67	0.60	1.75
CASTER ST	644.11	0.12	0.36
CASTLEWOOD DR N	930.33	0.18	0.51
CASTLEWOOD DR W	789.21	0.15	0.44
CEDAR CRESCENT DR	3684.23	0.70	2.04
CEDAR POINT RD	3348.02	0.63	1.85
CHARLOTTE ST	1209.04	0.23	0.67
CHARMAINE CIR E	528.56	0.10	0.29
CHARMAINE CIR N	851.68	0.16	0.47
CHARMAINE CIR W	723.16	0.14	0.40
CIRCLE CT	139.71	0.03	0.08
CLUB HOUSE RD	11517.96	2.18	6.38
COLEY DR	312.28	0.06	0.17
CREEKWAY DR	2903.43	0.55	1.61
CREEKWAY DR E	650.05	0.12	0.36
CREST BROOK DR	204.04	0.04	0.11
DANIELS RD E	105.01	0.02	0.06
DANIELS RD N	877.82	0.17	0.49
DANIELS RD W	567.67	0.11	0.31
DAUPHIN ISLAND PKWY	7289.27	1.38	4.03
DAYTONA DR	975.74	0.18	0.54
DEL MONTE CT	1085.54	0.21	0.60
DRIFTWOOD DR E	891.49	0.17	0.49
DRIFTWOOD DR N	2439.70	0.46	1.35
DRIFTWOOD DR S	1130.42	0.21	0.63
ELOONG DR	228.54	0.04	0.13
FAYE ST	267.93	0.05	0.15
FRIAR LN	615.36	0.12	0.34
HARBOR VIEW CT	585.52	0.11	0.32
HOPPIN ST	2393.19	0.45	1.32

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
INERARITY RD	877.08	0.17	0.49
JOHNS LN	2603.89	0.49	1.44
KAYSON CT	1344.73	0.25	0.74
LARTIGUE AVE E	1122.84	0.21	0.62
LARTIGUE AVE N	1226.35	0.23	0.68
LARTIGUE AVE S	726.15	0.14	0.40
LEWIS AVE	1372.98	0.26	0.76
LOIS DR	1241.60	0.24	0.69
LOST RIVER RD	2471.34	0.47	1.37
MARINA DR N	1393.08	0.26	0.77
MARTIN CT	424.37	0.08	0.23
MARTINWOOD LN	2253.81	0.43	1.25
MCVOY AVE	1185.90	0.22	0.66
MELODY LN	395.51	0.07	0.22
MERRY LN	826.22	0.16	0.46
MILITARY RD	1484.31	0.28	0.82
NORTH DR	3696.46	0.70	2.05
OLD MILITARY RD	1477.17	0.28	0.82
PARK RD	324.58	0.06	0.18
PINEHAVEN DR	363.96	0.07	0.20
PINELAND PL	96.54	0.02	0.05
PONCE DE LEON DR	773.89	0.15	0.43
PRIMA VERA LN	1187.86	0.22	0.66
RIVER FOREST RD	6110.20	1.16	3.38
RIVERSIDE DR	12268.91	2.32	6.79
RIVERSIDE DR W	501.69	0.10	0.28
ROBIN HOOD DR	1607.09	0.30	0.89
ROSEDALE RD	6962.15	1.32	3.85
RYDERS LN	177.28	0.03	0.10
SCENIC DR	3407.22	0.65	1.89
SCENIC PL	68.45	0.01	0.04
SEAFARER LN	376.33	0.07	0.21
SHORE ACRES DR	3127.60	0.59	1.73
SHORT VAN LIEW RD	1745.88	0.33	0.97
SMITH AVE	440.58	0.08	0.24
STAPLES RD	9521.10	1.80	5.27
STEWART RD	352.10	0.07	0.19
STREAMWOOD DR	255.97	0.05	0.14
TALLAHASSEE DR	673.51	0.13	0.37
TAMPA DR	1014.08	0.19	0.56
TERRELL RD	5647.95	1.07	3.13
TULSA DR	1024.40	0.19	0.57
VALLAS DR	1302.73	0.25	0.72
VAN LIEW RD E	1879.56	0.36	1.04

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	**LINEAR FEET**	**LINEAR MILES**	**PERCENT OF TOTAL LINEAR**
WINSTON RD	1877.25	0.36	1.04
WOOD DR	398.30	0.08	0.22
TOTAL	180,670.45	34.22	100.00

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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

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

PRODUCER	**CONTACT NAME:** Dawn Honeycutt
eNational Custom Risk	**PHONE (A/C, No, Ext):** 251-344-5393 **FAX (A/C, No):** 251-343-5490
4325 Midmost Dr., Ste C	**E-MAIL ADDRESS:** info@enationalinsurance.com
Mobile AL 36609	
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
BEST PRICE SERVICES, LLC	**INSURER A:** WESTERN WORLD INSURANCE 13196
7057 FOREST GLENN COURT	**INSURER B:** NATIONAL GENERAL INSURANCE COMPANY 23728
	INSURER C: WESCO INSURANCE COMPANY 25011
	INSURER D: SCOTTSDALE INSURANCE COMPANY 41297
IRVINGTON AL 36544	**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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NPP8882109	6/18/2022	6/18/2023	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 $ 1,000,000 $ INCLUDED $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			2006928824-04	9/11/2022	9/11/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM	$ 1,000,000 $ $ $ $ 25/50
	[ ] 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: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3584990	5/24/2022	5/24/2023	[ ] PER STATUTE [X] 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)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF MOBILE
P.O.BOX 1827
MOBILE AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dawn Honeycutt

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EXHIBIT C

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 80325 **LAST 4 FEIN/SSN:** 0

OWNERSHIP: LLC **STATE ID:**

ZONING CERT:

LEGAL BUSINESS NAME: BEST PRICE SERVICES LLC

PHYSICAL ADDRESS: 7057 FOREST GLENN CT IRVINGTON, AL 36544

MAILING ADDRESS: 7057 FOREST GLENN CT IRVINGTON, AL 36544

BUSINESS PHONE: 251-344-9969 **CELL PHONE:**

BUSINESS FAX: **START DATE:** 03/14/2007

JURISDICTION: PJ **TAX CODES:**

TERRITORY: T6 **ACCOUNT TYPE:** L

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
BEST PRICE SERVICES LLC	LLC	7057 FOREST GLENN CT	IRVINGTON	AL	36544

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
238990	CONSTRUCTION-SUB CONTRACTOR	2023
561730	LAWN AND GARDEN SERVICE(S)	2023

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: **ID:**

DATE: 3/13/2023

_____

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of BEST PRICE SERVICES LLC, as received and filed in the Office of the Secretary of State on 08/20/2014.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

06/13/2018

Date

J. H. Merrill

John H. Merrill Secretary of State

20180613000018456

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2018013316 1/2
Bk: LR7612 Pg:1412
Document Type: LAMD

Mobile County, Alabama
I hereto certify this instrument
filed on : 03/12/2018 12:55:27 PM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax:	$.00	2018013316
Judge Fee:	$.00	Bk:LR7612
S.R. Fee:	$2.00	Pg:1412
Surcharge Fee:	$.00	
Recording Fee:	$26.00	
TOTAL:	$28.00	

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within approximately 24 hours of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

   BEST PRICE SERVICES, LLC

2. The date the Certificate of Formation was filed in the county: 08 / 11 / 2014 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 316 - 222 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

ANTHONY B. RICHARDSON
7057 FOREST GLENN COURT
IRVINGTON, AL 36544

RECEIVED DATE
MAR 22 2018

SECRETARY OF STATE
OF ALABAMA

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
C. Mark Erwin, Chief Clerk
Date 3-12-18

Alabama
Sec. Of State

Entity Change
316-222 DLL
Date 3/22/2018
Time 13:53
180322 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

10/014

DLLC Amendment - 6/2016

EXHIBIT D

E-Verify

Company ID Number: 804918

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

BID TABULATION FOR BID #5776
RIGHT-OF-WAY DITCH MOWING SERVICES

	DAUPHIN ISLAND PKWY	CYPRESS SHORES
BEST PRICE SERVICES	$60,000.00	$15,000.00
HUGHES 360	$64,350.00	$17,750.00
2 CEES LLC	$63,240.00	$20,360.00

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor Stimpson and Councilmembers Carroll and Small

Purpose and Scope of Project:

To accept the contract for PPM Consultants, Inc. for Professional Services for Fueling System Work at Motor Pool & City Garage

Amount of Contract:

$58,160.00

Funding Source

Project # C0486 **Discretionary Funds**

Project String **Contract Number:**4394

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PPM CONSULTANTS, INC CONTRACT	Cover Memo	3/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	3/30/2023 - 9:36 AM
Capital	Rhodes, Brenda	Approved	3/30/2023 - 10:30 AM
Legal	Kern, Chris	Approved	3/30/2023 - 12:02 PM
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:45 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: Fueling System Work at Motor Pool + City Garage

PROJECT #: C0486 **DATE OF RECEIPT:** 3/29/23

PROJECT DESCRIPTION: Fueling System Work at Motor Pool + City Garage

CONTRACT AMOUNT: #58,160.00

VENDOR NAME: PPM Consultants, Inc.

VENDOR NUMBER: 276679

DEPT #: 3005 **DEPT. NAME:** Engineering Dept

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural **Engineering** **Testing** **Professional Services**

Construction (Unit Price)* **Construction**** **Non Contractual** **Performance**

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y NO **; 5% of the 1st 50%** _____ **or**

If different, indicate special rate_____

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

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

Prepared by: Lisa Roberts **Date:** 3/29/23

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilmembers, William Carroll, C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: PPM Consultants, Inc.

Project Name: Fueling System Work at Motor Pool & City Garage
Project No. 2023-3005-13

Estimated Cost: $58,160.00

Adopted:

_____

City Clerk

FUELING SYSTEM WORK AT MOTOR POOL & CITY GARAGE

PROJECT NO. 2023-3005-13

ENGINEER:

PPM CONSULTANTS, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **PPM CONSULTANTS, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **PPM CONSULTANTS, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the UST Removal Planning and Closure Activities as set out in Section III.

PROJECT – FUELING SYSTEM WORK AT MOTOR POOL AND CITY GARAGE, City of Mobile Project No. 2023-3005-13. This is for environmental work for ADEM compliance at the City Motor Pool for removal of out of service Underground Storage Tanks (USTs) and at the City Garage for replacement of UST product piping. **The professional engineering consulting & investigation services may include environmental testing and study, preparation of plans and bid documents, exhibits/maps/cost estimates, coordination with regulators, contractors, and City staff as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARDS - EPA Environmental Rules from Title 40 of the Code of Federal Regulations (40CFR) and Title 22 of the Code of Alabama 1975, § 22-22A-1 et seq. and ADEM Administrative Code 335.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of maps and any other assessments, results, and evaluations pertaining to this PROJECT, will meet the requirements for conformance with the Standards and applicable environmental practices, local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into four (4) Tasks.

A. Motor Pool - UST Removal Planning, Compliance and Closure Activities

1. Project Planning and General Compliance Activities – TASK 1

    a. Provide the City with compliance support during the planning, Permanent Closure, and removal tasks
    b. Attend a kick-off meeting with the City and UST removal contractor.
    c. Prepare a site-specific Health and Safety Plan (HASP) for the UST removal and closure activities.
    d. Prepare plans and bid documents to bid the UST Removals in accordance with STANDARDS.
    e. Submit ADEM Form 422, *Notice of Intent to Permanently Close Underground Storage Tank or Piping* at least 30 days prior to the start of closure activities.
    f. Conduct a Ground Penetrating Radar (GPR) survey prior to removal of the USTs to identify underground utiltiies an any other unknown subsurface anomalies in the vicinity of the UST system.

2. UST Removal and Closure Activities – TASK 2

    a. Provide construction oversight for the removals of two (2) 10,000 gallon USTs located in one tank pit, product piping, and removal of pump dispensers.
    b. Post-UST removal, a maximum of 15 samples for analysis for total petroleum hydrocarbons (TPH) in accordance with EPA Method 418.1. If the sidewalls of excavation exceeds 25 feet, eight (8) soil samples will be collected from the sidewalls of the tank pit. One (1) soil sample will be collected from the bottom of the tank pit beneath each of the USTs. However, if groundwater is encountered in the tank pit, no soil sample will be taken at this location. Up to five (5) soil samples will be collected from beneath the product piping associated with the USTs.
    c. If groundwater is encountered within 5 feet of the bottom of the tank pit, groundwater samples are required to be collected from four soil borings (typically one boring within approximately 10 feet from each sidewall of the tank pit). A Geoprobe will be used to install four 1-inch diameter temporary groundwater monitoring wells for the purpose of collecting groundwater samples. The groundwater samples will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX), methyl tertiary butyl ether (MTBE), and naphthalene per Environmental Protection Agency (EPA) Method 8260B. After sample collection, the well piping will be removed and each boring will be filled to land surface with bentonite chips.
    d. PPM will prepare and submit a UST Closure Site Assessment Report to the City for review and subsequent submittal to ADEM.
    e. The ENGINEER will only be paid for samples collected. If additional samples are required, this work will be authorized in writing by the City and paid for under Additional Services, Article V.B..

B. City Garage - In-Place Product Pipe Closure Assessment

1. Project Planning and General Compliance Activities - TASK 3

a. Provide the City with compliance support during the planning, Permanent Closure, well installation and sampling tasks.
b. Attend a kick-off meeting with the City.
c. Prepare a site-specific HASP for the in-place closure, well installation and sampling activities.
d. PPM will submit ADEM Form 422, Notice of Intent to Permanently Close Underground Storage Tank or Piping at least 30 days prior to the start of closure activities.
e. Conduct a GPR survey prior to installation of the groundwater monitoring wells to identify underground utiltiies an any other unknown subsurface anomalies in the vicinity of the UST piping.

2. Product Line Closure Activities - TASK 4

a. PPM will subcontract Walker Hill Environmental (WHE) Services to use a Geoprobe® to collect up to five soil samples (one sample every 10 linear feet of product piping) and install four 1-inch diameter temporary groundwater monitoring wells to collect groundwater samples. PPM will collect soil samples from probe borings near the product pipe formerly associated with the No. 2 Unleaded 10,000-gallon gasoline UST. After sample collection, the well piping will be removed and each boring will be filled to land surface with bentonite chips.
b. Soil samples will be screened with a photo ionization detector (PID) to qualitatively assess hydrocarbon impact in the shallow soil.
c. Soil and groundwater samples will be submitted to a certified laboratory for analysis of chemicals of concern [benzene, toluene, ethylbenzene and total xylenes (BTEX), methyl tertiary butyl ether (MTBE) and naphthalene].
d. Complete a sensitive receptor survey to identify the presence of domestic and/or public water supply wells or surface water intakes within the ADEM designated search radii. In addition, PPM will contact the local municipality to determine if the facility is located within a wellhead protection or source water area.
e. PPM will submit a UST Closure Site Assessment Report based on ADEM's UST Closure Site Assessments Guidance Manual-Section III.
f. The ENGINEER will only be paid for samples collected. If additional samples are required, this work will be authorized in writing by the City and paid for under Additional Services, Article V.B..

C. PLANS AND SPECIFICATIONS

1. All plans, documents, maps, Technical Memorandums, reports, prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
   a. All documents, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) copies of all documents and half size 11 x 17 drawings, and one (1) full-size copy of the drawings, electronic files (one

copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

b. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the

rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

C. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

    a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform UST Removal Monitoring, Compliance and Closure Activities services in accordance with the schedule and appropriate portion of Section III.A, of this CONTRACT 18 months from the NOTICE TO PROCEED. Payment for work performed in Section III.A of this CONTRACT shall not exceed $48,160.00 (Forty-Eight Thousand One Hundred and Sixty Dollars and Zero Cents).

    b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $10,000 (Ten Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The

ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above mentioned PROJECT shall not exceed $58,160.00 (Fifty-Eight Thousand One Hundred and Sixty Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By:_____
Its City Clerk
Print:_____

PPM Consultants, INC.

By: [signature]

Print: Isaac Smith

Its: Principal

Address: 30709 Sgt EI. Boots Thomas Dr.
Spanish Fort, AL

Telephone: 251 990-9000

STATE OF ALABAMA
CITY OF MOBILE

I, Kay D. Williams, a Notary Public in and for said State and County, hereby certify that Isaac Smith, whose name as Principal of PPM CONSULTANTS, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 7th day of March, 2023.

[signature]
NOTARY PUBLIC

My Commission Expires: 7-1-2023

KAY D. WILLIAMS NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A: PROJECT LOCATION

Motor Pool location
City Garage location
VIRGINIA ST
MIAMI ST
SHAWNEE ST
NORTH CAROLINA ST
SOUTH CAROLINA ST
S BROAD ST
CHARLES ST
GAYLE ST
MURPHY ST
PUBLIC WORKS
TRAFFIC ENGINEERING

EXHIBIT B: PROJECT ESTIMATE

PROJECT – FUELING SYSTEM WORK AT MOTOR POOL AND CITY GARAGE, City of Mobile Project No. 2023-3005-13.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees design phase) to be paid the ENGINEER shall not exceed $58,160.00 **[Fifty-Eight Thousand One Hundred and Sixty Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 2, 3

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

PPM CONSULTANTS, INC.
STANDARD RATE SCHEDULE

JANUARY 2023

PROFESSIONAL SERVICES

Description	Rate
Professional Level 19	$292.00
Professional Level 18	$281.00
Professional Level 17	$270.00
Professional Level 16	$259.00
Professional Level 15	$251.00
Professional Level 14	$240.00
Professional Level 13	$229.00
Professional Level 12	$218.00
Professional Level 11	$206.00
Professional Level 10	$193.00
Professional Level 9	$181.00
Professional Level 8	$168.00
Professional Level 7	$154.00
Professional Level 6	$142.00
Professional Level 5	$130.00
Professional Level 4	$117.00
Professional Level 3	$104.00
Professional Level 2	$ 91.00
Professional Level 1	$ 80.00
Technical Level 5	$116.00
Technical Level 4	$104.00
Technical Level 3	$ 91.00
Technical Level 2	$ 80.00
Technical Level 1	$ 71.00
CAD/Graphic Designer 3	$117.00
CAD/Graphic Designer 2	$104.00
CAD/Graphic Designer 1	$ 91.00
Administrative 3	$ 91.00
Administrative 2	$ 80.00
Administrative 1	$ 71.00

TRANSPORTATION

Vehicles ..... Current IRS rate plus 10% per mile

OUTSIDE SERVICES / REIMBURSABLE EXPENSES

Invoice cost plus 15% (or per specific proposal)

EQUIPMENT, SUPPLIES, ETC.

SAMPLING DEVICES

Description	Daily Rental	Weekly Rental
Drager Pump	$ 34.00	$136.00
Hand Auger	$ 26.00	$104.00
Sampling Pump	$ 87.00	$348.00

METERS AND INSTRUMENTS

Description	Daily Rental	Weekly Rental
Anemometer	$ 19.00	$ 76.00
Conductivity Meter	$ 30.00	$120.00
Conductivity/TDS/Temp Meter	$ 49.00	$196.00
Dissolved Oxygen Meter	$ 36.00	$144.00
Hermit Data Logger	$187.00	$748.00
Flame Ionization Detector (FID)	$177.00	$708.00
Photo-Ionization Detector (PID)	$ 99.00	$396.00
Combustible Gas Indicator	$ 84.00	$336.00
Interface Probe	$ 42.00	$168.00
Transit, Tripod, Rod	$ 40.00	$160.00
Manometer	$ 17.00	$ 68.00
ORP Meter	$ 30.00	$120.00
pH/Conductivity Meter	$ 32.00	$128.00
pH Meter	$ 19.00	$ 76.00
Temperature Probe	$ 19.00	$ 76.00
pH/Cond/Temp/DO/Turbidity Meter	$116.00	$464.00
UAV (drone)	$ 95.00	$380.00
Vacuum Pump	$ 36.00	$144.00
Water Level Meter	$ 22.00	$ 88.00

SUPPLIES

Description	Cost Per Unit	Units
2" Bailer	$ 26.00	each
3" Bailer	$ 38.00	each
Disposable Bailer	$ 10.00	each
Sampling Jars	$ 28.00	case
Sample Kit	$ 32.00	each
Sample Gas Bags	$ 27.00	each
Face Shield	$ 7.00	each
Respirator Cartridges	$ 24.00	each
Tyvek Apron	$ 4.00	each
Tyvek Sleeves	$ 4.00	pair
Tyvek Suit	$ 10.00	each

COPIES & PRINTS

Description	Cost Per Unit	Units
Color Prints – 24"X36"	$ 19.00	each
Black & White Prints – 24"X36"	$ 9.00	each
Copies	$ 0.20	each
Color Copies	$ 0.70	each
Tabs	$ 0.50	each
Binders – 1" to 2"	$ 9.00	each
Binders – > 2"	$ 19.00	each
Sheet Protectors	$ 2.00	each

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

A. Motor Pool

Project Planning and General Compliance Activities – TASK 1…… $8,150.00

UST Removal and Closure Activities – TASK 2……$25,350.00

B. City Garage

Project Planning and General Compliance Activities – TASK 3…… $5,840.00

Product Line Closure Activities – TASK 4……..$8,820.00

Base Contract Amount $ 48,160.00

Additional Services (If requested in writing by the City Engineer)……$ 10,000.00

Total Contract Amount including Additional Services $ 58,160.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum and/or Report from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2023

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 Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	**CONTACT NAME:** Caitlin Rosier **PHONE (A/C, No, Ext):** 205-847-3910 **FAX (A/C, No):** **E-MAIL ADDRESS:** caitlin.rosier@stephens.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Nautilus Insurance Company	17370
INSURED PPM Consultants, Inc. 5555 Bankhead Hwy. Birmingham AL 35210	**INSURER B :** Amerisure Mutual Insurance Company	23396
	INSURER C : Amerisure Partners Insurance Company	11050
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 72929691 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ✓ OCCUR ✓ BI/PD & Personal/Adv Injury - ☐ $5,000 per occ. deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:	✓	✓	ECP2028211-14	2/11/2023	2/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	CA 21078330605	2/11/2023	2/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	☐ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	FFX2028212-14	2/11/2023	2/11/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WC 21078340502	2/11/2023	2/11/2024	✓ 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	Contractors Pollution Liability			ECP2028211-14	2/11/2023	2/11/2024	$1,000,000 Limit / $5,000 Ded. Per Occ.	
A	Professional Liability			ECP2028211-14	2/11/2023	2/11/2024	$1,000,000 Limit / $5,000 Ded. Per Claim	

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

City of Mobile is additional insured under general liability, automobile liability and excess liability on a primary and non-contributory basis as required by written contract. Waiver of Subrogation provided under general liability, automobile liability, workers' compensation and excess liability in favor of City of Mobile as required by written contract. To the extent required by written contract, applicable policies have been endorsed to provide 30 days notice of cancellation (except 10 days for non payment of premium) to the certificate holder.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael L. Wilson

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – COVERAGE A, B & D – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**

☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:	Any person or organization to whom you become obligated to name additional insured under any contract or agreement you enter into prior to the occurrence of loss
Job Description/Location:	Applicable locations/all projects.

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A**, **B** and **D**, any person(s) or organization(s) shown in the schedule above.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:

   a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or

   b. **Your work** performed for such person(s) or organization(s) and included in the **products-completed operations hazard.**

2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of out **pollution conditions** that are the results of:

   a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or

b. Your work performed for such person(s) or organization(s) and included in the **products-completed operations hazard.**

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) shown in the schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NOTICE OF CANCELLATION TO DESIGNATED ENTITIES

SCHEDULE

Name of Person(s) or Organization(s)

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the schedule below, cancellation will become effective.

This condition only applies if:

1. Cancellation is for reasons other than:

a. Non payment of premium; or

b. Non payment of any deductible reimbursement.

2. You are required by written contract to provide the additional insured with such notice; and

3. You agree to provide us a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of notice.

In consideration of an additional premium of $0 and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood if the Company cancels this policy on or before the expiration date of the policy, the Company will mail or deliver to the person(s) or organization(s) shown in the schedule above, written notice of cancellation to the address included above not less than 30 days prior to the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

This endorsement shall not apply for the following reasons:

a. non-payment of premium, or

b. the policy is non-renewed for any reason.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is $ Included

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,

(1) Coverage under this provision is afforded only until the end of the policy period;

(2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and

(3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.

e. Any "employee" of yours using:

(1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.

f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.

g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

(1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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(2) To any person or organization included as an insured by an endorsement or in the Declarations; or

(3) To any lessor of "autos" unless:

(a) The lease agreement requires you to provide direct primary insurance for the lessor;

(b) The "auto" is leased without a driver; and

(c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS,** paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by a lessor; and

(5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

(a) We will pay up to $75 per day to a maximum of $2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.

(b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Includes copyrighted material of Insurance Services Office, Inc.

14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

Includes copyrighted material of Insurance Services Office, Inc.

POLICY NUMBER: CA 21078330605

COMMERCIAL AUTO
CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective: 02/11/2023	Countersigned By:
Named Insured: PPM Consultants, Inc.	(Authorized Representative)

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

   Any person or organization with whom you have an "insured contract" which requires:

   i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
   ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

   d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization	Mailing Address
Any person or organization holding a certificate of insurance issued for you, provided the certificate:	The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage;

   will be provided to that person or organization;
3. Is in effect at the time of the:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/11/2023 Policy No. WC 21078340502 Endorsement No. 003

Insured PPM Consultants, Inc. Premium $ Included

Insurance Company Amerisure Insurance Company Countersigned by

Copyright 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL - THIRD PARTY

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Subject to the cancellation provisions of the Policy to which this endorsement is attached, we will not:

1. Cancel; or
2. Nonrenew

this Policy, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation or nonrenewal. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation or nonrenewal to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Policy cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Policy.

SCHEDULE

Name Of Person Or Organization	Mailing Address
Any person or organization holding a certificate of insurance issued for you, provided the certificate:	The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage;

   will be provided to that person or organization;
3. Is in effect at the time of the:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

Company ID Number: 152979

Approved by:

Employer PPM Consultants, Inc.	
Name (Please Type or Print) Sherry Milam	Title
Signature Electronically Signed	Date 09/18/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/18/2008

Company ID Number: 152979

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	PPM Consultants, Inc.
Company Facility Address	5555 Bankhead Highway Birmingham, AL 35210
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	721256279
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	7

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)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	PPM Consultants Inc.
Address	30704 Sergeant E.I. Boots Thomas Drive, Spanish Fort, AL 36527
Telephone	251-266-7921
E-Mail	isaac.smith@ppmco.com

RFP/RFQ Solicitation Number	2023-3005
Project Description	UST Fueling System Support - Motor Pool and City Garage
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 74 Female 36 Minority 6 Non-minority 104 Vets 6 Total #of Employees 110

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Isaac Smith

Signature: Isaac Smith Date: 3/16/23

Title: Principal

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: Isaac Smith Title: Principal

E-mail:_ Phone: isaac.smith@ppmco.com 251-266-7921

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FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2023-3005 Your Bid/Proposal Amount $ 48,160.000 Date: 3 / 16 / 23

Description UST Fueling System Support

Name of Bidder/Proposer: PPM Consultants 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
Gulf Coast Labnet	251-625-1331	Laboratory Analysis	$2,320.00	5%	No	
Walker Hill Environmental	601-736-3500	Soil borings and monitoring well installation	$7,500.00	16%	No	
GPRS	501-503-2877	Ground penetrating radar survey	$4,000.00	8%	No	

Form 2: Good Faith Effort Documentation

Name of Bidder: PPM Consultants Inc.

Contact Person: Isaac Smith Phone 251-266-7921 Email isaac.smith@ppmco.com

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

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

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Due to the nature of this project, we were unable to identify any DBEs that could provide the necessary subcontractor support

_____

Suggestions or comments to improve this program. _____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/4/2023

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

RESOLUTION

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A 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 Gaylord 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

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

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