

MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 29, 2023

The Council of the City of Mobile, Alabama, met in the City Council’s Conference Room on the ninth floor of the Mobile Government Plaza on Tuesday, August 29, 2023, at 9:00 a.m.

Councilmembers:

Present: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Absent:

The meeting was called to order. The Council reviewed and discussed the agenda for their meeting to be held today at 10:30 a.m.

NOTE: Ricardo Woods, City Attorney, stated that it is appropriate for the Council to move into executive session for the purpose of discussing an economic development issue that may involve trade secrets and competitive information and a matter that is imminently likely to become legal litigation and to reconvene at the 10:30 a.m. regular meeting.

Councilmember Daves moved for the Council to move into executive session and reconvene at the 10:30 a.m. meeting, which was seconded by Councilmember Gregory and the roll call vote was as follows:

Penn: Aye
Carroll: Aye
Small: Aye
Reynolds: Aye
Daves: Aye
Woods: Aye
Gregory: Aye

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the pre-meeting adjourned into executive session at approximately 9:36 a.m. and to reconvene into the regular meeting as scheduled.

Approved:

COUNCIL PRESIDENT

CITY CLERK

MUNICIPAL BUILDING, MOBILE, ALABAMA, AUGUST 29, 2023

The City Council of the City of Mobile, Alabama, met in the Auditorium of the Mobile Government Plaza on Tuesday, August 29, 2023, at 10:30 a.m., for the regular meeting.

The meeting was called to order by City Clerk, Lisa Lambert.

Margaret Rickey, Public Safety Chaplain, offered the invocation.

The Presiding Officer led the Pledge of Allegiance.

Present on Roll Call:

Chairman: Small
Vice-Chairman: Gregory
Councilmembers: Penn, Carroll, Reynolds, Daves, and Woods

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STATEMENT OF RULES BY PRESIDING OFFICER

The minutes from the meeting August 22, 2023 were approved as submitted.

COMMUNICATIONS FROM THE MAYOR

Mayor Stimpson, announced the following annexation meeting to be held at Creekwood Church on Schillinger Road:

- August 31, 2023 at 5:15 p.m.
- September 5, 2023 at 5:15 p.m.
- September 7, 2023 at 5:15 p.m.

Mayor Stimpson reminded citizens that N. McGregor Avenue was re-opened on last Friday, August 25, 2023, and thanked everyone responsible for making it possible.

Mayor Stimpson shared that a section of the construction on Zeigler Boulevard is scheduled to be completed on September 15, 2023.

Mayor Stimpson asked Ricardo Woods, City Attorney, to give a statement about the bodycam footage concerning the death of Jawan Dallas.

Ricardo Woods, City Attorney, stated that there is an ongoing criminal investigation in the death of Jawan Dallas and gave comments regarding the policy on body cam footage.

Scott Kearney, Chief Technology Officer, presented the Administrative Services Employee of the Month; Julie Patronas.

MONTHLY FINANCE REPORTS

Celia Sapp, Deputy Finance Director, presented the monthly finance report for July.

ADOPTION OF THE AGENDA:

Councilmember Daves moved to adopt the agenda, which move was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk whereupon the Presiding Officer declared the motion to adopt the agenda adopted.

APPEALS

Request of LaSheryl Dotch for a waiver of the Noise Ordinance at Mardi Gras Park on October 4-6, 2023, from 6:00 a.m. – 12:00 a.m. (District 2).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

Request of Jonni Nottingham for a waiver of the Noise Ordinance at 540 Texas Street on October 14, 2023, from 2:00 p.m. – 10:00 p.m. (District 2).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Gregory and the vote was as follows:

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Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

Request of Jonni Nottingham for a waiver of the Noise Ordinance at 540 Texas Street on October 21, 2023, from 2:00 p.m. – 10:00 p.m. (District 2).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

Request of Shirley Clark for a waiver of the Noise Ordinance at 1307 McArthur Street on September 23, 2023, from 5:00 p.m. – 10:00 p.m. (District 3).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

Request of Catherine Williams for a waiver of the Noise Ordinance at Arlington Park on December 2, 2023, from 1:00 p.m. – 4:00 p.m. (District 3).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

Request of Maryvale Place Apartments for a waiver of the Noise Ordinance at 1901 Hurtel Street on August 31 & September 1, 2023, from 4:00 a.m. – 1:00 a.m. (District3).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

Request of Kaniysha Darby for a waiver of the Noise Ordinance at Municipal Park on October 21, 2023, from 3:00 p.m. – 7:00 p.m. (District 7).

Councilmember Daves moved to grant the waiver, which motion was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the waiver granted.

PUBLIC HEARINGS

PUBLIC HERAING TO REZONE PROPERTY LOCATED AT 1408 SAINT STEPHENS ROAD AND 212 NORTH LAFAYETTE STREET FROM R-1 AND B-2 TO B-1 (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1 and B-2 to B-1 and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary ordinance authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO REZONE PROPERTY LOCATED AT THE NORTH SIDE OF OLD SHELL ROAD, 340' +/- EAST OF COSGROVE DRIVE FROM R-1 TO B-1 (DISTRICT 7).

The Presiding Officer announced that today was the day for the public hearing to rezone property located at the North side of Old Shell Road, 340' +/- East of Cosgrove Drive from R-1 to B-1 and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary ordinance authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO MODIFY A PLANNED UNIT DEVELOPMENT LOCATED AT 2970 MCVAY DRIVE NORTH AND 3030 MCVAY DRIVE NORTH (DISTRICT 3).

The Presiding Officer announced that today was the day for the public hearing to modify a planned unit development located at 2970 McVay Drive North and 3030 McVay Drive North and asked if there was anyone present to speak for or against this matter.

Sabrina Mass, 1050 Belvedere Circle W., asked for more information about this ordinance.

The Presiding Officer declared the hearing concluded and that the necessary ordinance authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO REZONE PROPERTY LOCATED AT 3901 COTTAGE HILL ROAD FROM B-1 TO R-1 (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to rezone property located at 3901 Cottage Hill Road from B-1 to R-1 and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary ordinance authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 906 DONALD STREET; \$4,200.00 (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to fix costs for demolition of the structure at 906 Donald Street; \$4,200.00 and asked if there was anyone present to speak for or against this matter.

No one appeared.

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The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 107 RANDOLPH STREET; \$3,200.00 (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to fix costs for demolition of the structure at 107 Randolph Street; \$3,200.00 and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 1853 TOULMIN AVENUE; \$5,000.00 (DISTRICT 1).

The Presiding Officer announced that today was the day for the public hearing to fix costs for demolition of the structure at 1853 Toulmin Avenue; \$5,000.00 and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 604 TITI STREET; \$4,200.00 (DISTRICT 2).

The Presiding Officer announced that today was the day for the public hearing to fix costs for demolition of the structure at 604 Titi Street; \$4,200.00 and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PUBLIC HEARING TO FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 5014 PERIN ROAD; \$3,650.00 (DISTRICT 4).

The Presiding Officer announced that today was the day for the public hearing to fix costs for demolition of the structure at 5014 Perin Road; \$3,650.00 and asked if there was anyone present to speak for or against this matter.

No one appeared.

The Presiding Officer declared the hearing concluded and that the necessary resolution authorizing the proper action would be introduced later in the meeting.

PRESENTATIONS OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

NON-AGENDA ITEMS:

Michael Pierce, 151 S. Claiborne Street, gave an update on the Mobile Housing Authority.

C Pichoff-DeLorca, 1260 Dauphin Street, addressed concerns about LGBTQIA+ inclusionary practices and the recent dismissal of City liaisons.

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Reverend Tony Algood, 214-A De Sales Avenue, spoke about the need for transparency in police shootings.

Christine Dallas, 10523 Beverly Road, Irvington, Al, mother of Jawan Dallas, asked questions about why the police have not released the body cam footage in regard to the death of Jawan Dallas.

LaTanga Thompson, 7211 Old Military Road, requested the release of the body cam footage concerning Jawan Dallas.

Dr. Roderick Esquire, 1501 15th Avenue S. unit 34, Birmingham, Al, asked questions about the death of Jawan Dallas.

Robert Clopton, 2612 Charlotte Oaks Drive, asked for the release of the body cam footage concerning the death of Jawan Dallas.

Sylvester Cheatham, 6955 Simpson Road, requested the release of the body cam footage concerning the death of Jawan Dallas.

ORDINANCES HELD OVER

ORDINANCE AMENDING CHAPTER 25, GARBAGE, TRASH AND LITTER OF THE MOBILE CITY CODE. The following ordinance which was introduced and read at the regular meeting of August 22, 2023 and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

ORDINANCE: 25-039-2023

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Amendment and Restatement of Chapter 25 GARBAGE, TRASH, AND LITTER

Chapter 25, Garbage, Trash and Litter of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

CHAPTER 25 GARBAGE, TRASH, AND LITTER

ARTICLE 1. GARBAGE AND TRASH

Sec. 25-1 – Applicability and Rule of Construction

- (a) Except where otherwise provided, the provisions of this article apply throughout the City limits.
- (b) If any portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.

Sec. 25-2 – Definitions

As used in this article, the following terms are defined as follows:

- (1) *Apartment* is a suite of rooms which composes a residence in a multi-dwelling unit, which the occupant(s) rents.
- (2) *Balloon* is a flexible nonporous bag made from materials such as rubber, latex, polychloroprene, or nylon fabric that can be inflated or filled with fluid, such as helium,

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hydrogen, nitrous oxide, oxygen, air, or water and then sealed at the neck, usually used as a toy or decoration.

(3) *Bulk container* is any dumpster, roll-off container, or stationary storage facility placed for the temporary containerization of solid waste at a place of business, multi-dwelling unit complex, industrial or construction site, and is tightly covered or constructed to eliminate wind-driven debris and unsightly litter on or about the premises.

(4) *Business* means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold, professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.

(5) *Condominium* is a suite of rooms which compose a residence in a multi-dwelling unit, which the occupant(s) owns or rents from the owner.

(6) *Downtown Business District* means the area bounded by the Mobile River on the east, Canal Street on the south, Broad Street on the west, and Beauregard Street on the north.

(7) *Enforcement Officer* means a City of Mobile employee designated by the Mayor as the person to exercise the authority, enforce the provisions and perform the duties delegated by this Chapter in accord with the prescribed procedures of this jurisdiction.

(8) *Cigarette litter receptacle* is a container for the disposal of litter from smoking including cigarettes, cigars and their butts.

(9) *City* means the City of Mobile, in the County of Mobile, in the State of Alabama.

(10) *City limits* are the corporate boundaries of the City.

(11) *Commercial premises* is any lot or any building, or part thereof, used in connection with or for the conduct of any business, trade, occupation, or any profession for which a license is required by the City, and includes all unimproved real property not zoned for single-family residential use.

(12) *Commercial waste* means refuse from commercial premises including garbage, trash, kitchen waste, restaurant waste, food containers, paper, floor litter, sidewalk sweepings, leaves, grass, weeds, hedge trimmings, and small tree trimmings not exceeding five feet in length and four inches in diameter, and includes waste generated from a business operating on residential premises and waste generated from multi dwelling units.

(13) *Corrective notice* is a written notice or warning issued by an enforcement officer to inform the recipient of a violation of this article and specifying a period of time in which to correct the violation. A corrective notice does not impose a fine.

(14) *Construction Debris* means rubbish resulting from construction, demolition, or alteration of any building or structure, including scrap, lumber, plaster, roofing, concrete, brick and sanding dust, mortar and glass, resulting from the construction, repair, remodeling, removal, or demolition of any structure.

(15) *Domestic waste* Any waste capable of entering into or passing through a plumbing system. Such waste includes but is not limited to human excrement, bath water, kitchen and bathroom waste and waste from septic tanks, sumps, outhouses, or any other waste collection point. The term "domestic waste" does not include waste from any commercial or industrial process that is authorized by Mobile Area Water and Sewer System to be discharged into a sewage collection system.

(16) *Food service facility* Any establishment, retail food store, public or private school, correctional facility, hospital, food processing or preparing establishment, or other establishment where food is prepared for sale or offered for sale, including any

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establishment that slaughters, fabricates, bones, or processes animals, poultry, or fish whether or not required by law to be licensed or permitted by an agency of the state.

(17) *Garbage* means putrescible material and other daily non-putrescible disposable items when part of household garbage.

(18) *Garbage cart* is a 64- or 96-gallon container provided by the City for use with its automated garbage collection system.

(19) *Grease hauler* Any person who removes fat, oil, or grease waste of any form from a premises by means of transporting the waste over a public road. This includes waste from grease traps, grease interceptors, grease collection bins, or any other fats, oils, or grease collection point.

(20) *Hazardous materials/waste* means a substance in quantity and form which may pose an unreasonable risk to human health and safety or to the environment, including private property. Additionally, the definition of Hazardous waste includes any material regulated under Resource Conservation and Recovery Act Subtitle C (42 U.S.C. §§ 6921 – 6939g) including waste generated in the course of operating a business at a residence. Hazardous Materials includes pesticides, herbicides, fertilizer, antifreeze, batteries, acids, cleaners, paint, medications, fluorescent light bulbs, railroad ties, and petroleum products.

(21) *Household* means a single-family residence, an individual mobile home, and/or a multi-family residence.

(22) *Household garbage* means putrescible solid waste as well as ordinary waste generated by a household. t. This term does not include sewage, bodily waste, or ashes. Applies to areas zoned as single-family, duplex, tri-plex, or quad-plex. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.

(23) *Household trash* means non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, furniture, paper and cardboard, plastics, wood, wrappings, cans, and similar materials, but not ashes. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.

(24) *Junk* refers to any vehicle parts, rubber tires, appliances, dilapidated furniture, machinery, equipment, building material, or other items which are either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition. This term includes a vehicle with one or more of the following characteristics: it is non-operating, abandoned, wrecked, or partially dismantled; or it has flat tires, or a missing engine, door(s), hood, windows, or other missing body parts.

(25) *Knowingly* means a person is aware of taking the action, behavior, or conduct which amounts to committing a violation. It is not a requirement that the person has knowledge that the behavior is an offense.

(26) *Litter* means any garbage, refuse, or noncontainerized man-made solid waste, such as paper, plastic, diapers, cigarette butts, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages, or containers.

(27) *Litter receptacle* is a container constructed and placed for use as a depository for litter.

(28) *Manufactured home* means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed on a site and intended to be improved property.

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(29) *Manufactured home park* means a manufactured home park or subdivision for which the facilities for servicing the lots on which the manufactured homes are affixed are constructed by the owner of the park or subdivision before placement of a manufactured home on an individual lot. The facilities servicing the lot include, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pad(s).

(30) *Multi-dwelling unit* is a building in which five or more multiple separate housing units for residential occupants are contained in one building or several buildings within one complex and under the same ownership or with multiple owners. Condominiums or apartments may compose the buildings in a multi-dwelling unit.

(31) *Multi-family residence* means two, three, or four family separate residential units in a single residential structure, such as a duplex, triplex, or fourplex.

(32) *Municipal offense ticket (MOT)* is a citation specifying a violation of a City ordinance issued by an enforcement officer of the City and directs the violator either to pay a fine and court costs or to appear in municipal court to answer the charge(s).

(33) *Occupant* is any owner, tenant, or person residing, in possession or in charge of any house, building, store, shop, lot, or premises.

(34) *Owner* is any person, agent, firm, corporation or other entity having legal title to real property, including any mortgagee bank, company, institution, individual, or other entity of record which has foreclosed on the property, or the estate of a deceased owner or the last recorded owner in the property tax records of the county revenue commissioner.

(35) *Person* means an individual, partnership, association, syndicate, company, firm, trust, corporation, government, corporation, department, bureau, agency, business, or any entity recognized by law, and any agents of those entities.

(36) *Places of assembly* are buildings, structures, or portions of a building or structure used for the gathering of persons for purposes such as civic, social, or religious functions, recreation, food or drink consumption, or for awaiting transportation.

(37) *Premises* means any building or real property.

(38) *Private property* is property owned by any person as defined herein.

(39) *Public nuisance* includes any growth of weeds, scrub (wild) bushes, and grass exceeding community standards, normally ten inches in height, and/or nonorganic debris that presents a fire hazard, a health hazard, a flooding hazard, a safety hazard, or otherwise endangers human health and safety or the environment.

(40) *Putrescible* means an item that will rot or decay, such as food waste, and therefore is likely to attract vermin and other vectors.

(41) *Qualified Business Enterprise* is a restaurant, bar, or other substantially similar establishment approved by the Public Services Department operating within the defined Downtown Business District.

(42) *Refuse* is a term applied generally to trash, garbage, debris, litter, and any discarded materials.

(43) *Residential premises* are premises used as single- or multi-family dwellings, townhouses, apartments, and condominiums, both privately and publicly owned.

(44) *Septage hauler* Any person who removes domestic waste from a premises and transports the waste over a public road.

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(45) *Single-family residence* is a one-family dwelling; a residential structure, which does not share any common walls with another residence; the dwelling may be owner-occupied or tenant-occupied.

(46) *Sky lantern* is a device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Sky lanterns shall not include hot-air balloons used for transporting persons.

(47) *Trash* is non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, paper and cardboard, plastics, wood, wrappings, cans, and similar materials.

(48) *UNTCC* is a uniform non-traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration. When issued electronically, it is known as an eUNTCC.

(49) *UTCC* is a uniform traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration.

50) *Vehicle* is any device capable of moving and transporting persons or property upon a public highway, street, or waterway. This shall include any watercraft, boat, ship, vessel, barge, or other floating craft. For the purposes of this ordinance, *Vehicle* does not include devices moved by human power and those vehicles used exclusively for agricultural purposes, not licensed pursuant to state law, and that are not operated on any public highway for purposes other than crossing such public highways or along such highways between two tracts of the owner's land.

Sec. 25-3 – Department of Public Services, Sanitation Division

(a) The Department of Sanitation shall from time to time implement rules and guidelines consistent with the provisions of Chapter 25 in order to implement and effectuate the application of said provisions.

(b) The pickup schedule for household garbage and household trash will be fixed under guidelines and procedures implemented by the Department of Sanitation.

Sec. 25-4 – General Requirements

It shall be unlawful for any person to intentionally damage, remove, handle or to otherwise disturb the garbage containers or the contents thereof which have been placed on city right of way for servicing by the garbage collectors; provided, that this section does not apply to the owner, occupant, lessee, or tenant of the residence or dwelling so placing the container and contents.

Sec. 25-5 – Household garbage.

(a) *Frequency*. Pickup of household garbage is once per week based on the household address. Frequency may be governed by to guidelines implemented by the Department of Sanitation and is subject to change. Holiday schedules may vary.

(b) *Garbage cart issuance*. The City of Mobile will assign an initial 96-gallon or 64-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a City assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the City for a fee (for a total limit of 2 per household). Title of the garbage cart shall at all times remain with the City. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(c) *Garbage carts*.

(1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from

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scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.

(2) Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism.

(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.

(4) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(5) Removal of garbage cart from the assigned address shall be prohibited.

(6) Failure to comply with any provision of 25-5(c) shall be a violation punishable under Article Three hereof.

(d) *Quantity*. Each household shall be limited up to two (2) city issued garbage carts. Unauthorized garbage carts will not be picked up.

(e) *Location*. All containers shall be placed curbside and not placed in the street. Carts placed in medians or on vacant lots will not be collected. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

(f) *Time*. Household garbage containers shall be placed by the curb by 6:00 a.m. on the regular collection day, and empty containers should be returned to the household as soon as possible, but not later than 11:59 p.m. on collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the City of Mobile website at www.cityofmobile.org. It shall be a violation of this Chapter punishable under Article Three hereof to allow a container to remain by the curb beyond the time stated above.

(g) *Hazardous materials/waste and Household Trash*. It shall be a violation punishable under Article Three hereof to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.

Sec. 25-6 – Household trash.

(a) *Frequency*. Pick-up is every other week, subject to change pursuant to guideline implemented by the Department of Sanitation. Holiday schedules may vary.

(b) *Quantity*.

(1) Maximum quantity for no additional charge is limited to approximately two (2) cubic yards (3 feet by 3 feet by 6 feet) or the equivalent of fifteen (15) bags of leaves, per household, every other week. (There is no charge for this amount.)

(2) Amounts exceeding the maximum collection limit will be considered an oversized load. The household will have the choice of taking it to an approved landfill or contacting the city to collect it for a fee. Trash piles that are requested for oversized loads will be evaluated by a Sanitation department official who will determine the collection fee based on the size of the pile. The Department of Sanitation may elect to collect the fee before removing the trash. Information and payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(3) Where household trash exceeds the maximum allowed, that trash will not be collected, and a corrective notice will be given explaining the violation.

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(c) *Time*. Household trash may not be placed for collection prior to forty-eight (48) hours before the designated pickup day.

(d) *Location*. Household trash shall be placed on the property where it originated as close to the street as possible without posing an obstruction to pedestrians or other risk to health and human safety. Trash piles that are not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service and it will be the responsibility of the property owner to remove. It shall be a violation of this Article to place household trash in any of the following locations or ways:

(1) On medians, on vacant or abandoned residential or commercial property.

(2) Obstructing sidewalks.

(3) Obstructing gutters, ditches, or any portions of the city's drain system.

(4) Obstructing the street, creating a traffic hazard.

(5) In a location that could cause a fire hazard, with trash not eligible for city pickup.

(6) Around fire hydrants, signposts, guy wires, power poles, over water meters, over masonry work, against fences, *or at the base of trees located within the City of Mobile rights-of-way*.

(7) Under low hanging power lines, TV cables or low tree limbs.

(e) *Leaves, straw, and grass clippings* may be placed by the curb for pickup at the scheduled time if bagged or boxed and limited to the quantities defined above.

(f) The following materials are not collectible as part of household trash, and it shall be a violation of this Article to place these materials on the curb:

(1) Limbs greater than twelve (12) inches in diameter;

(2) Limbs greater than six (6) feet in length;

(3) Construction debris (including home improvement projects);

(4) Debris from a lot clearing project;

(5) Materials from commercial projects;

(6) Materials from evictions; or

(7) Any materials accumulated from commercial businesses.

(g) Failure to comply with any requirement of this Section 25-6 shall be a violation.

Sec. 25-7 – Hazardous materials/waste.

(a) It shall be a violation punishable under Article Three hereof to place or include Hazardous materials/waste with household trash or household garbage. Said matter must be disposed of by the household at a facility legally permitted for the disposal of these items. b) Broken glass, sharp metal objects, or hypodermic needles and other household medical waste must be disposed of in puncture-proof sealed containers or biohazard waste bags.

Sec. 25-8 – Downtown Business District

(a) Except as provided below, the City of Mobile does not provide trash or garbage services to businesses or commercial enterprises.

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(b). Commercial waste will be collected once each day from all qualified business enterprises located within the Downtown Business District.

(c) *Garbage Carts.*

(1) Issuance. Garbage carts must be obtained from City for a fee. Title of the garbage cart shall at all times remain with the City. The City will only service City garbage carts. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(2) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts will be replaced by the City, for a fee paid by the business owner. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.

(4) It shall be a violation punishable under Article Three hereof to intentionally damage or remove a garbage cart from the assigned address.

(d) *Quantity.* All garbage consisting of kitchen waste, restaurant waste, food refuse or other matter offensive in sight or smell shall be bagged and placed in ninety-six (96) gallon garbage carts. The combined weight of garbage and cart shall not exceed one hundred (100) pounds each; garbage carts weighing in excess of one hundred (100) pounds will not be picked up.

(e) *Location.* Containers of commercial waste may be placed for collection on or near the curb line of the originating place of business, including streets at the front or rear, or the alley of that business's property, providing the alley is accessible to the collectors' trucks at the time of collection of garbage. Placement areas shall be kept cleaned, maintained, and sanitized.

(f) *Time.* Garbage Carts in the Business District shall not be placed on the sidewalk or curb for collection between the hours of 10:00 a.m. and 5:00 p.m. After the garbage has been collected, the owners of the containers shall remove them from the streets of the City not later than two hours after the garbage has been collected. Waste containers may be placed in alleys at any time.

(g) Failure to comply with any provision of 25-8 shall be a violation of this section. punishable under Article Three hereof.

Sec. 25-9 – Commercial, Outside of Downtown Business District

(a) The provisions of this section shall apply to all Commercial Enterprises, Multi-dwelling units, manufactured home parks, and places of assembly that are located within the City limits and are outside of the Downtown Business District.

(b) Commercial pickup outside the business district will be arranged by the owner or occupant of the commercial enterprise.

(c) Commercial premises shall install dumpsters, bulk containers, or other containers to be emptied on a timely basis at the owner or occupant's expense.

(d) All dumpsters shall be affixed with an identification decal, which is legible and waterproof, that includes the following information:

(1) The name of the entity or business using the dumpster;

(2) If the business is also the owner of the property, the name, address, and telephone number of the person who is authorized to accept legal service for the owner; and

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(3) If the business is a tenant on the property, the name address and telephone number of the person who is authorized to accept legal service for the tenant.

(e) In the event that an owner or occupant of commercial premises elects to enclose a dumpster or secure the dumpster with an automatic lock release in accordance with subsection (e) or is required to do so as provided in subsection (e), then said owner or operator must ensure the conditions noted below are met. Dumpster enclosures are not optional for an owner or occupant that has committed a second violation of Sec. 25-10 of this ordinance, in which case the City requires the owner or occupant to enclose the dumpster and secure it by installing an automatic lock.

(1) Dumpster enclosures must meet the following criteria:

(a) Constructed of wood or brick and at least the height of the dumpster, which is being enclosed, but not to exceed eight (8) feet in height.

(b) The dumpster enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied.

(c) The dumpster enclosure must be of sufficient size to allow for placement and removal of the dumpster without causing damage to the enclosure.

(d) The dumpster enclosure must be kept in good repair and condition.

(e) Failure to comply with any provision above shall be a violation of this Article. Any owner or occupant of commercial premises that has a dumpster located thereon who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section within the sixty-day period following the guilty plea or adjudication. Upon a second violation of this section, the occupant shall be required to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section in addition to all other fines, penalties, and costs that may be imposed. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(1) To be deemed secured under this section, the dumpster must have a functioning automatic lock release, sometimes called a gravity lock release or similar product, that will cause the lid of the dumpster to be securely closed and sealed whenever the dumpster is not being filled or emptied.

(f) Failure to comply with any requirement of this Section 25-9 shall be a violation punishable under Article Three hereof.

Sec. 25-10 – Commercial Waste/Collection

(a) It shall be the duty of each owner, occupant, tenant, or lessee of any commercial premises, multi-dwelling unit premises, manufactured home park, or places of assembly to keep the premises clear and free of litter, trash, junk, and high grass and weeds as defined under “public nuisance” in Section 25-2-34. These areas include grounds, parking lots, roads, driveways, rights-of-way, loading and unloading areas, storm drains, vacant lots, and unimproved real property. See Sec. 52-56 for the circumstances in which the City may declare a nuisance.

(b) All persons performing construction and demolition work, and owners or occupants of commercial premises shall provide on-site receptacles for loose debris paper, building material waste, scrap building materials, and other litter products to prevent the scattering of such materials by wind or rain.

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(c) No owner or occupant of commercial premises who is not a licensed junk dealer may grant permission to any person to dispose of litter, garbage, trash, or junk on the premises.

(d) All owners or occupants of commercial premises shall store their trash, garbage, or litter in appropriate containers; maintain their premises as clean, neat, and sanitary; and shall prevent litter from blowing or washing onto adjacent property thoroughfares or into storm drains or waterways. Spillage and overflow around containers shall be cleaned up as it occurs.

(e) Where commercial enterprises share parking lots, the occupant and/or owner must decide who will be responsible for the container. That enterprise must put their name and contact information on the container and take ownership over its maintenance.

(f) Containers required by this section shall be of sufficient size and material to hold the litter and other waste from visitors to the commercial enterprise.

(g) The occupant and/or owner of each commercial enterprise is responsible for emptying and otherwise maintaining the containers to limit litter, waste, or debris in the area.

(h) Any owner or occupant of commercial premises that has a trash or litter located within the parking lots, who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, provide appropriate containers, labeled with the responsible party's (Dumpster info – 25-11-d) distributed evenly throughout the parking lot at a rate of one container every 12 parking places or at a maximum of a 60-foot spacing between each container for all on-site. Upon a second violation of this section, the owner or occupant if found by a court of competent jurisdiction to be guilty shall pay the applicable fine, court costs and provide one garbage can for every 12 parking spaces as required by this section. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(i) Failure to comply with any requirement of this Section 25-10 shall be a violation punishable under Article Three hereof.

Sec. 25-11 – Vehicles hauling garbage, trash, and refuse.

(a) Each truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall be designed so that the cargo does not escape the vehicle. Any said vehicle shall have the following characteristics:

(1) The vehicle shall have solid sides, a tailgate, a cover, and be watertight;

(2) The sides and tailgate should be at least four (4) feet in height.

(3) The top should be solid or rigged with a tarpaulin that can be spread tightly over the top of such truck to cover the entire opening and extend 12" down the sides. The solid top or tarpaulin shall be used at any time the vehicle is moving, except in those instances where the vehicle is collecting waste and moving fewer than one hundred (100) yards at an average speed less than 15 mph.

(4) Tanks, containers and other receptacles should be watertight and operators should use covers or lids in such a manner as to prevent the dropping, escaping, or spilling of any waste upon the road, street, alley, or any public or private property.

(b) If trash, garbage or refuse leaves a vehicle, the operator shall collect it at that time.

(c) Each truck or other vehicle used in the business of collecting and hauling of trash, garbage and refuse for hire shall have the cubic yardage of the body of the truck or vehicle painted in five-inch letters on the left side of the body near the cab. Each truck or vehicle shall have signs painted on both doors of the truck or vehicle indicating the correct name of the hauler and their telephone number.

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(d) No such truck shall be used in the business of collecting and hauling trash, garbage and refuse unless there has been a City license procured by the operator thereof, and no license shall be issued by the city revenue officer for any such truck until such truck has been examined by the city police department and approved as complying with the provisions of this section. The license number for any such truck shall be prominently displayed and affixed outside of such truck to the left front door of the cab. Every such license shall be subject to revocation for a violation of any of the provisions of this chapter or any other ordinance of the city pursuant to the provisions for revocation of city licenses set forth in the license code of the city.

(e) No truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall operate or carry on its work between the hours of 8:00 a.m. and 6:00 p.m. of each day in the area bounded on the west by Broad Street, on the east by Mobile River, on the north by State Street and on the south by Monroe Street; provided, that where such trucks or other vehicles do not pick up garbage or trash on or along the streets of the city, but pick up trash and garbage only in private alleys off the streets, they may operate on the streets of the city at all hours of the day and night but shall comply in such operations with all other provisions of this section.

(f) Failure to comply with any provision of this section shall be a violation punishable under Article Three hereof.

(g) The provision of Sections 25-11 shall not apply to a responsible government agency which deposits sand or other substance to increase traction, or water or other substance to clean or maintain a street or roadway.

ARTICLE II. LITTER¹

Sec. 25-20 – Cleaning litter, trash, or junk from private property.

(a) The owner of any vacant or unoccupied private property shall at all times keep it clear of litter, garbage, junk, or trash. The owner must also properly dispose of litter, garbage, junk, or trash located on that property. It shall not be a defense that the litter was placed or caused by a third party. (b) Licensed junk dealers or commercial premises used for the repair, rebuilding, reconditioning, or salvaging of goods whose work area is screened from public view by a fence, hedge, wall or similar device of sufficient height to provide a visual buffer, and who complies with the city's junk and zoning ordinances shall not be subject to the provisions of this section.

(b) The failure, neglect or refusal of any owner notified by an enforcement officer to properly dispose of litter, trash, garbage, or junk within ten (10) days after receipt of the notice shall constitute a violation of this article.

Sec. 25-21 – Litter receptacles.

(a) Except for premises within the business district, every owner or occupant of commercial premises shall, at their own expense, provide, place, and regularly maintain litter receptacles, including cigarette litter receptacles, at entrances, employee smoking areas and common pedestrian transition points. The number of litter receptacles shall be adequate to contain litter generated at these premises. In determining the adequate number of receptacles, it is suggested, but not mandatory except as required by subsection (c) below, that receptacles be distributed evenly throughout the parking lot at a rate of one container every 20 parking places for all on-site parking.

(b) Litter receptacles on any premises shall meet the following minimum standards:

(1) Constructed of such quality as to maintain the receptacle's original shape when kept in an outdoor location and reasonably resistant to rust and corrosion.

(2) Constructed and designed or covered in such a manner as to prevent or preclude litter from escaping from the receptacle.

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(3) Serviced with such frequency as necessary to prevent spillage from overflow and to prevent offensive odor.

(c) Any owner or occupant of commercial premises who pleads guilty or is found by a court to be guilty of violating this section, may, on a first offense, either pay the applicable fine and costs, or alternatively, provide one (1) receptacle for every twenty (20) parking places for all on-site parking. Any owner or occupant who pleads guilty or is found by a court to be guilty of a second violation of this section, shall pay the applicable fine and court costs and shall thereafter provide one (1) litter receptacle for every twenty (20) parking spaces for all on-site parking. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty.

d) It shall be a violation of this article for any person to deposit any item except litter into a litter receptacle. It shall be a violation of this article to fail to comply with any provisions of this section.

Sec. 25-22 – Littering from a vehicle.

(a) It shall be a violation of this article for any person in a vehicle to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within the city including but not restricted to, any street, median, right-of-way, sidewalk, park, vacant or occupied lot, body of water, except in litter receptacles or in an area designated by the state department of environmental management as a permitted disposal site.

(b) The owner of the motor vehicle shall be responsible in the event that any person commits the preceding unlawful acts while in a motor vehicle, whether it is moving or at rest.

(c) It shall be a violation of this article for any person, hauler, firm, or business falling within Section 25-11 to haul garbage, paper, trash, sand, gravel, wet cement, construction materials, other loose materials, or waste unless the truck or vehicle used is properly covered, secured or sealed to prevent any loss or spillage during hauling, or littering of streets or highways, or nuisances or hazard to the public health of the environment.

(d) It shall be a violation of this article for any person, hauler, firm, or business in 25-22(c) to allow materials being hauled to spill, drop from, or escape the vehicle, without immediately recovering the lost or spilled materials.

(e) Any person cleaning litter or junk from private property and operating a vehicle on a public right of way in the city limits from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be clear of such objects and shall pay any cost thereof. It shall be a violation of this Section to fail to comply with any provision herein.

Sec. 25-23 – Sweeping litter into street.

(a) It shall be a violation of this article to blow, sweep, or push litter, junk, or trash, including yard clippings, leaves, grass, or cigarette butts, onto the city streets, alleys, stormwater structures, ditches, or waterways. All litter and trash shall be deposited into a garbage cart, garbage can, bag, or box, cigarette litter receptacle or litter receptacle and be tightly covered and secured to prevent scattering before pickup.

Sec. 25-24 – Dumping of litter, trash, or junk.

(a) It shall be a violation of this article for any person to discard or dump any litter, garbage, trash or junk on any private or public property unless disposed of in receptacles provided for public use that comply with the requirements of this article or in an area designated by the state department of environmental management as a permitted disposal site.

(b) For the purposes of this section, items found in an accumulation of garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills, and other financial documents, clearly bearing the name of a person, shall constitute a rebuttable presumption that the person whose name appears thereon knowingly deposited the litter. Advertising, marketing and campaign materials and campaign literature shall not be sufficient to constitute a rebuttable presumption under this section. No prosecution for violation of this section based on evidence that creates a rebuttable presumption shall be brought against a person unless he or she has been given written notice by an enforcement officer that items found in an accumulation of garbage, trash or other discarded materials contain his or her name, and that under this section, there is a rebuttable presumption that he or she knowingly deposited the litter. The notice shall advise the person of the penalty for violating this section, and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the city within fifteen (15) days of the date of the notice, an action under this section may be filed against him or her in municipal court. If the person responds to the notice and presents information or evidence to the designee of the city, the designee shall review the information of evidence presented and make a determination as to whether or not an action should be brought against the person for violating this section. The designee shall provide written notice to the person of the determination, and if the intent is to proceed with an action under this section, the notice shall be sent before an MOT or UNTCC is issued.

Sec. 25-25 – Removal of litter from litter receptacles.

(a) The removal of litter from receptacles placed at public parks, beaches, fishing areas and other public recreation sites shall be the responsibility of those state and local agencies responsible for the maintenance of these sites.

(b) The removal of litter from garbage cans, litter receptacles, or bulk containers placed on private property which are used by the public on commercial premises shall be the duty of the owner or occupant of those premises. It shall be a violation of this article for an owner or occupant to fail to regularly remove or provide for the regular removal of litter as required by this subsection.

Sec. 25-26 – Yard, garage sale, or other unauthorized temporary signs.

(a) It shall be a violation of this article to place any signs on trees or utility poles in the city rights-of-way without exception.

(b) *Exception.* Notwithstanding the provision of 25-26(a), special event directional signs may be placed on public property in compliance with Chapter 54, Section 122-125.

Sec. 25-27 – Balloon or Sky Lantern Release.

(a) It shall be a violation of this Section for any person to intentionally release, organize the release of, or intentionally cause to be released one or more sky lanterns or balloons inflated with gas that is lighter than air which includes but is not limited to, helium, with the exception of:

(1) Balloons released by a person or educational institution on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.

(2) Balloons released indoors.

(3) Balloon tests performed.

Article III – Enforcement

Sec. 25-30 – Violations

(a) The provisions of this Article III apply to provide enforcement procedures with regard to all violations of Chapter 25.

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(b) It is a violation to fail to comply with any provision of Chapter 25.

(c) Violations of Chapter 25 may be enforced as applicable by one or more of the following actions: 1) Corrective Notice; 2) Municipal Offense Ticket (MOT); 3) Uniform Non-Traffic Citation and Complaint; and 4) Uniform Traffic Citation and Complaint.

Sec. 25-31 – Enforcement procedures.

(a) A city police officer may choose to cite and release defendant for a violation of Chapter 25. The UNTCC shall serve as the charging instrument and shall be issued in accordance with Rule 20 of the Alabama Rules of Judicial Administration.

(b) A city employee designated as an enforcement officer may issue a municipal offense ticket (MOT) for a violation of Chapter 25. The person charged with a violation must do the following within the time period specified on the MOT, or within twelve (12) hours before the court date shown on the MOT:

(1) Appear in person before a magistrate, who will retain a copy of the ticket, sign the plea of guilty waiver of rights on the MOT, and pay the fine and applicable court costs; or

(2) Sign the plea of guilty waiver of rights provision on the MOT and mail or hand deliver to the clerk of the municipal court the signed page and payment for the amount of the fine and applicable court costs. Remittance by mail or hand delivery of the fine and costs constitutes a guilty plea and waiver of trial, even if the "plea of guilty waiver of rights" provision on the ticket has not been signed by the defendant. If the amount sent is insufficient, then the money received by the clerk shall be considered to be a partial payment of the penalty, and it shall be applied by the clerk to the fine and costs and shall be deposited as required by law. The clerk may give notice of the insufficiency, and a supplemental summons or warrant of arrest shall be issued for the defendant's arrest, and a judgment shall be entered by the magistrate for the balance due; or

(3) Sign the MOT and agree to appear in court on the date and at the time shown on the MOT to protest the charges. If the defendant fails to appear, the municipal court may, in its discretion, issue further notice or a supplemental summons or warrant of arrest.

(c) Employees of the city designated as enforcement officers, who observe violations of Chapter 25, are further authorized to appear before a magistrate and request a summons or warrant to be issued pursuant to Rule 3.1 of the Alabama Rules of Criminal Procedure.

(d) Employees of the city designated as enforcement officers may issue corrective notices to owners or occupants found to be in violation of any of the provisions of Chapter 25. The issuance of a corrective notice is not required prior to the issuance of an MOT or UNTCC.

Sec. 25-32 – Failure to comply with corrective notices.

It shall be a violation for any owner or occupant of property in the city limits who receives a corrective notice from an enforcement officer to fail or refuse to complete the corrective action within the time designated.

Sec. 25-33 – Penalties.

(a) It shall be unlawful for any person to violate any provision of Chapter 25.

(b) Knowing violation of article. For any violation of this article that is committed knowingly, the fine shall be three hundred fifty dollars (\$350.00), or imprisonment for up to three (3) months, or a combination thereof.

(c) Other violations of article. For all violations of this article that are not subject to paragraph (b) above, the fine shall be two hundred dollars (\$200.00), or imprisonment for up to thirty (30) days, or a combination thereof.

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(d) Each day a violation of this article is committed or permitted to continue shall constitute a separate offense.

(e) Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred and fifty dollars (\$350.00) or imprisonment of up to three (3) months, or a combination thereof; or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.

(f) A schedule of fines for violations of this article shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

ARTICLE VI. SEPTAGE AND GREASE HAULER REGULATIONS

Sec. 25-40 – Title

This body of regulations shall be known as the septage and grease hauler regulations.
(Ord. No. 25-086, § 1, 11-26-02)

Sec. 25-41 – Findings and purpose.

(a) The United States District for the Southern District of Alabama, Southern Division, entered a consent decree in a civil action styled United States of America, the State of Alabama, and Mobile Bay Watch, Inc. versus the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, Case No. CV-99-0595-CB-S and 2002-58-CB-S.

(b) The consent decree requires the board of water and sewer commissioners (hereafter the "board") to develop, among other things, a grease control program.

(c) In order to comply with the court's consent decree, the board has asked the city to cooperate by imposing reasonable regulations upon companies that are licensed by the

(d) The city believes that the board's request is reasonable and desires to accommodate the board; and the city further finds that such a policy is desirable and promotes the public health, safety and welfare as it will prevent unlicensed operation of such companies and will reduce illegal discharges of septage and grease.

Sec. 25-42 – License required.

No person shall engage in the business as a septage or grease hauler within the city or its police jurisdiction without first obtaining a business license in accordance with chapter 34 of the Mobile City Code.

Sec. 25-43 – Operating requirements.

(a) It shall be a violation of this code for any grease hauler or septage hauler to dispose of any waste at any location other than a disposal site permitted to accept such waste by the Alabama Department of Environmental Management (ADEM), the Alabama State Board of Health, the state department of agriculture, or another governmental agency with authority to permit such activity.

(b) Every vehicle used by any septage or grease hauler must prominently display on the exterior of the vehicle in at least four-inch lettering the following information: company name, business license number and business telephone number.

(c) Every vehicle used by any septage or grease hauler must maintain a chain of custody or manifest for each pick up, disposal or other service provided for each customer. Such document must identify the source of waste hauled, the type of waste hauled, the date and time waste were accepted by the hauling company, the amount of waste accepted, the disposal location for waste, and any applicable permit numbers associated with the

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process. When waste is removed from a food service facility, a copy of the completed manifest must be returned to the originating facility.

(d) Any violation of this code section may result in the issuance of a MOT or UNTCC to the operator and or vehicle’s owner of the septage or grease hauler vehicle.

The ordinance was read by the City Clerk, whereupon Councilmember Reynolds moved to hold the ordinance over for thirty days, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the ordinance held over for thirty days until the regular meeting of October 3, 2023.

CONSENT RESOLUTIONS HELD OVER

DELCARE THE STRUCTURE AT 1823 ST. CHARLES AVENUE A PUBLIC NUISANCE AND ORDER IT DEMOLISHED. The following resolution which was introduced and read at the regular meeting of June 27, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 40-707-2023

Sponsored by: Councilmember Penn

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 1823 ST CHARLES AVENUE has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with Section 4, Subsection 5 of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1823 ST. CHARLES AVENUE** described as:

W 1/2 OF LOT 16 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 P 294-295 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: **29 02 44 0 033 085.01**

Last Assessed to: **HERRON ADOLPH & ROSE MARIE**

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.

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The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 1212 SENECA STREET; \$3,200.00. The following resolution which was introduced and read at the regular meeting of August 15, 2023, and held over until the regular meetings of August 22, 2023 and August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 40-874-2023

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 1212 Seneca Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure 1212 Seneca Street to be \$3,200.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

\$3,200.00 shall constitute a special assessment against the property at structure **1212 Seneca Street** and being that property more particularly described as follows:

LOT 7 BLK 17 BASCOMBR TRT DBK 128 P 1 SD LOT BEG AT PT ON N/S SENECA ST 50 FT ELY OF NE COR BASCOMBE & SENECA STS TH RUN ELY ALG N/S OF SENECA ST 50 FT FOR FRONT & EXTENDING BACK NLY PAR WITH BASCOMBE ST 150 FT FOR DEPTH WITH EQUAL WIDTH IN READ AS IN FRONT #SEC 37 T4S R1W MP29 10 37 0 006

Parcel No.: 29 10 37 0 006 052.xxx

Owner: **JAMES BEVERLY MARIA
PO BOX 50923
MOBILE AL 36605-0923**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the **demolition** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

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Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

CIP RESOLUTIONS HELD OVER

APPROVE PURCHASE ORDER TO DIGITAL AERIAL SOLUTIONS, LLC FOR PROCESSING AND PRODUCTION OF MAP CONTOURS FOR GIS; \$39,271.69. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-920-2023

Sponsored by: Mayor 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
<u>12719</u>	2023	(5010) GEOGRAPHIC INFO SYSTEMS	PROCESSING AND PRODUCTION OF ONE-FOOT MAP CONTOURS FOR GIS (PROFESSIONAL SERVICE)	\$39,271.69	<u>(298622) DIGITAL AERIAL SOLUTIONS LLC</u>

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH WATKINS ACY STRUNK DESIGN, INC. FOR SITE IMPROVEMENTS AT TRICENTENNIAL PARK; \$73,000.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 21-921-2023

Sponsored by: Mayor Stimpson and Councilmember Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: WATKINS ACY STRUNK (WAS) DESIGN, INC.

Project Name: TRICENTENNIAL PARK SITE IMPROVEMENTS

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Project Number: PR-004-23

Amount: \$73,000.00 (CIP:2023-P-009 01)

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

RESOLUTIONS HELD OVER

AUTHORIZE CONTRACT WITH VOLKERT & ASSOCIATES, INC. FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES FOR THE CIVIC CENTER; \$945,259.47. The following resolution which was introduced and read at the regular meeting of August 15, 2023, and held over until the regular meetings of August 22, 2023 and August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 21-901-2023

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, 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, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of company: Volkert, Inc.

COM project name: Agreement for Professional Program Management Services Between City of Mobile and Volkert, Inc.

COM project number: CC-034D-22

Contract amount: \$945,259.47

The resolution was read by the City Clerk, whereupon Councilmember Carroll moved to adopt the resolution, which was seconded by Councilmember Daves

Councilmember Carroll made a motion to amend the resolution as submitted to the City Clerk’s Office, which was seconded by Councilmember Daves

Following comments from Councilmembers Reynolds, Daves, Woods, and Carroll, Councilmember Reynolds moved to amend the amendment as follows, which was seconded by Councilmember Daves.

Professional Services Agreement Between - City and Program Manager

AGREEMENT made this ____ day of _____ in the year 2023.

BETWEEN the City of Mobile, Alabama (hereinafter referred to as “City”) and Volkert, Inc. (hereinafter referred to as “Program Manager”), for Program Management Services in connection with the construction of the parking deck and renovation of the Mobile Civic Center.

City and Program Manager hereby agree as set forth below:

**ARTICLE 1
DEFINITIONS**

The following words and phrases where appearing in initial capitalization shall, for the purpose of this Agreement, have the following meanings:

1.1 PROGRAM. The program shall consist of construction of the parking deck, and renovation of the Mobile Civic Center, and any other Project(s) which may be added to the Program by City.

1.2 ESTIMATED PROGRAM DURATION. The length, period or duration of time it is estimated that all individual Project(s) within the Program will have achieved their respective Dates of Substantial Completion.

1.3 BASIC SERVICES. The professional program management services to be performed by the Program Manager under this Agreement, as set out in Article 3 and as described in Attachment A "Scope of Basic Services".

1.4 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and "Scope of Basic Services" of Attachment A, as mutually agreed to in writing between City and Program Manager.

1.5 PROGRAM COST. All costs to the City associated with the planning, design and construction of the Program.

1.6 CONSTRUCTION CONTRACT DOCUMENTS. The Construction Contract Documents shall consist of the plans and specifications prepared by the Architect, and any addenda and change orders thereto, and the City Contractor agreement, all of which shall be compatible and consistent with this Agreement.

1.7 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with the City to perform the construction of or any construction on the Program, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Program. The term "Contractor" means the Contractor or its authorized representative but excludes the Program Manager and the Architect.

1.8 COMPENSATION. The fee designated in Article 4 and elsewhere herein to be paid by the City to the Program Manager for the performance of Basic Services

1.9 ARCHITECT. The individual, corporation, partnership, or other entity that is legally qualified and licensed and/or certified by the State of Alabama to practice architecture, selected by the City to prepare and interpret the Construction Contract Documents as well as to provide contract administration services as per the Agreement between City and the Architect for the Program.

1.10 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean Alabama state law as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

1.11 ALTERNATIVE SOLUTIONS. The review of proposed construction materials, building systems, and equipment called for in the Architect's design, conducted solely for the purpose of recommending any potential cost savings that may be achieved and which are approved by the Architect and City and compatible with the City's previously chosen program requirements or desires. Alternative Solutions and the preparation of an Alternative Solutions Study, if applicable, is not intended to be, and shall not be construed to be, and shall not be misconstrued to be the practice of architecture, engineering or general contracting.

1.12 SUBSTANTIAL COMPLETION. Substantial Completion shall mean the stage in the progress of a Project when the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize

the Project for its intended purpose. To the extent that this definition conflicts in any way with the definition of Substantial Completion in the Agreement between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.

1.13 DATE OF SUBSTANTIAL COMPLETION. The Date of Substantial Completion shall mean the date established by the Architect's issuance of a certificate of substantial completion under Applicable Laws. To the extent that this definition conflicts in any way with the definition, if any, of Date of Substantial Completion in the Agreement between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.

1.14 PROJECT or PROJECTS. Project(s) shall mean one or more separate, individual construction projects as part of the overall Program, each of which is awarded to one prime general contractor under Applicable Laws.

1.15 FINAL COMPLETION. Final Completion shall mean the point at which the Architect deems after his inspection that the Contractor has fully performed all work required by the Contract Documents, including all punch list items, and at which the Architect prepares his certificate of final completion and certificate of payment for Contractor's final payment under Applicable Laws. To the extent that this definition conflicts in any way with the definition of Final Completion in the Agreement between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.

1.16 PROGRAM OF REQUIREMENTS. A written statement from the City that comprises and sets out the City's chosen design objectives, constraints, and project criteria, including space requirements and relationships, flexibility and expandability, special equipment, and systems and site requirements.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

2.1 REPRESENTATIVE OF CITY. The Program Manager shall be the representative of the City in providing the Basic Services in accordance with the terms and conditions of this Agreement; however, the Program Manager shall at no time be an employee of the City. The Program Manager and City mutually agree that the Program Manager is retained on an independent contractor basis and that all employees of the Program Manager who may participate in performance of this contract shall be employees of the Program Manager and shall not be employees of the City. The City agrees that the City will be represented by the Program Manager in dealings with the Architect and the Contractor during and in connection with the performance of the Basic Services and Warranty Phase Services under this Agreement. City agrees that Program Manager is not a fiduciary of the City and nothing herein shall be construed as creating a fiduciary relationship. Notwithstanding the Program Manager's recommendations, the City shall retain and exercise full and final decision-making authority with respect to all matters concerning its construction program.

City's Architect has primary responsibility for construction inspection / construction observation / construction administration / contract administration under its contract(s) with City. Program Manager's Construction Phase Services hereunder (Attachment A, "Scope of Basic Services – D. Construction Phase Services") are secondary to those of Architect's. City acknowledges and takes into account the fact that Program Manager does not have a contract with Contractor or Architect and, as such, cannot direct either of their respective means and methods, their forces, their personnel, their subcontractors, suppliers and/or their subconsultants. Program Manager cannot force those parties with which it has no contract to perform any acts they are not willing to perform. Compelling action out of Contractor and/or Architect is City's prerogative based on privity of contract. Program Manager is not charged hereunder or otherwise with the responsibility of discovering design errors and defects or construction errors and defects; Program Manager's responsibility is to see that the City, the Architect and the Contractor are all fully apprised of any such defects which Program Manager learns of or is otherwise made aware of, and to facilitate and coordinate solutions and resolutions among City, Architect

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and Contractor. City shall, despite Program Manager's retention, be the final arbiter and decision-maker.

2.2 STANDARD OF CARE. The Program Manager shall perform Basic Services and Warranty Phase Services in conformance with the professional standard of care consistent with the industry standards prevailing among professional program management companies/firms engaged in programs of similar size and complexity at the same time and in the same locality as the Program. Program Manager neither guarantees the performance of any Contractor(s) or Architect(s), nor assumes the responsibility of the Contractor(s) or Architect(s) to furnish or perform their respective and collective obligations to the City, whether arising from their respective Construction Contracts and Design Contracts, the Contract Documents or otherwise.

2.3 PROGRAM COMMUNICATION. The City shall cause all agreements between the City Architect and the City and the Contractor subsequent to the effective date of this agreement to provide that all project directives, whether written or oral, by, among or between any two or more of the City, the Architect and the Contractor in connection with the Program shall be communicated to the Program Manager.

This provision is to allow the Program Manager to stay informed of project directives and establish a chain of communication. Nothing in this provision or the Architects' and Contractors' contracts with the City, however, shall restrict the Architect(s) or Contractor(s) from communicating directly with the City as they deem appropriate.

2.4 DISCLAIMER OF THIRD-PARTY BENEFICIARIES. City and Program Manager hereby disclaim any and all third-party beneficiaries and expressly state their mutual intent that there be no intended third-party beneficiaries to this Agreement, any amendment thereto, or anything related to the Program. Among all who are specifically disclaimed as third-party beneficiaries hereunder are the Architect(s) and its subconsultants, agents, employees, officers, directors, beneficiaries, heirs, representatives and assigns, the Contractor(s) and its subcontractors, suppliers, manufacturers, agents, employees, officers, directors, beneficiaries, heirs, representatives and assigns, and any other of City's agents, employees, officers, directors, beneficiaries, heirs, representatives and assigns. The foregoing disclaimer is not limited to the above-named but applies to all persons and entities who are not Parties and signatories to this Agreement, and who are not involved with the Program, such as suppliers of subcontractors and those with whom subcontractors have contracts and/or agreements.

ARTICLE 3 BASIC SERVICES

3.1 The Program Manager shall perform the Basic Services set forth in "Scope of Basic Services" of Attachment A.

3.2 The Program Manager is providing neither architectural, engineering nor general contracting services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that the Program Manager assumes any responsibility or duties of the Architect or Contractor. Although the Program Manager's services include managing the Architect and Contractor just as the City would without a Program Manager, City hereby acknowledges and agrees that they do not include supervising the Architect or the Contractor. It is NOT intended that the Program Manager's Services be competitive to or duplicative of the Architect's or Contractor's services, but rather complementary. In all matters involving the professional judgment of the Architect, any recommendations by the Program Manager are merely recommendations and shall not be construed otherwise. The Program Manager shall be able to rely upon the Architect and Contractor for the proper performance of their respective obligations to the City.

3.3 Program Manager shall not be responsible for site safety, or for the safety of City, Contractor, Architect or their employees or subcontractors.

ARTICLE 4 COMPENSATION

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4.1 The City shall compensate the Program Manager for Basic Services as follows:

4.1.1 The initial term of the contract shall be for nine (9) months for a total sum of \$945,259.47. This will begin at the notice to proceed provided by the City of Mobile. Any extension of the term of the contract will be issued through an amendment to the contract.

4.1.2 The total fee shall be divided by the total months of the Program and the Program Manager shall submit invoices in equal monthly amounts to the City for payment of Compensation in accordance with subparagraph 4.1.1.

4.1.3 The City shall pay all amounts invoiced to it pursuant to this Article 4 within thirty (30) days after receipt of the invoice.

4.2 When authorized by the City, the Program Manager shall provide or obtain from others any Additional Specialty Services on either a negotiated fee basis or an hourly rate fee basis. The method of payment shall be agreed to in advance by the City and the Program Manager.

4.3 Program Manager's Compensation shall be equitably adjusted up or down in the event of any changes in the Basic Services, the Program, the Estimated Program Duration, or any other event or circumstance beyond the reasonable control of Program Manager, including but not limited to force majeure, City suspension, delay or interruption.

4.4 If Projects within the Program have not reached Substantial Completion within the Estimated Program Duration due to no fault on the part of Program Manager in performing this Agreement, Program Manager shall be entitled to additional Compensation based upon a mutually acceptable fee for continued Basic Services with respect to said Projects. Except for delays that are caused solely and exclusively by Program Manager under this Agreement, Program Manager shall not be responsible to City for delays.

4.5 By conclusion of the Program, fifteen percent (15%) of the Program Manager's total compensation as defined in subparagraph 4.1.1 shall go to disadvantaged business enterprises.

ARTICLE 5 ESTIMATED PROGRAM DURATION

5.1 Initial Program Duration is nine (9) consecutive calendar months commencing on the date established in paragraph 5.1.1 below.

City shall have the option of extending this Agreement for additional time by giving the Program Manager written notice thereof. Program Manager shall receive additional Compensation in the event of any extension beyond the nine (9) month Estimated Program Duration. Program Manager shall be compensated for Basic Services beyond the original nine (9) month Estimated Program Duration as may be mutually agreed upon at the time an extension of services is requested by the City.

5.1.1 Commencement of Basic Services shall be upon receipt of a notice to proceed from the City with instructions to commence with Basic Services.

ARTICLE 6 CITY'S RESPONSIBILITIES

6.1 CITY'S REQUIREMENTS. The City shall provide the Program Manager full information regarding the City's requirements for the Program. Program Manager shall have the right to rely on the accuracy of any information provided to it by the City or its Consultants or agents.

6.2 OWNER'S DECISIONS. The Owner shall examine information submitted by the Architect and Program Manager and shall render decisions pertaining thereto within a reasonable timeframe, in order to avoid delays.

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6.2 NOTICE OF FAULT OR DEFECT. If the City observes or otherwise becomes aware of any fault or defect in the Program or nonconformance with the Construction Contract Documents, prompt written notice thereof should be given to the Program Manager. If the Program Manager observes or otherwise becomes aware of any fault or defect in the Program or nonconformance with the Construction Contract Document, prompt written notice thereof shall be given to the City.

6.3 CITY INFORMATION AND APPROVALS. The City shall make a reasonable effort to furnish required information and approvals expeditiously as practical for orderly progress of the Work and adhere with the time conditions for such City activities as set out in all approved schedules for the Program.

6.4 ARCHITECT AGREEMENT. The City shall retain and contract separately with the Architect, for design services which are described in the agreement between the City and the Architect. The City shall cause all agreements between the City and the Architect subsequent to this agreement to be compatible and consistent with this Agreement and shall expressly recognize the Program Manager as the City's representative in providing the Services under this Agreement.

6.5 PROGRAM BUDGET. The City shall approve an initial budget, and any subsequent revisions, for the Program based on consultation with the Program Manager. Such budgets and revisions shall include contingencies for City- directed changes and unforeseen conditions during design and construction as well as other costs which are the responsibility of the City.

6.6 CONTRACTOR AGREEMENT. The City shall contract separately with the Contractor for construction. The City shall cause all agreements between the City and the Contractor to be compatible and consistent with this Agreement, and such agreements shall recognize the Program Manager as the City's representative in providing the Services under this Agreement and shall in addition to other provisions, require the Contractor to complete the Project within the time and contract amount stated in such agreements. The City shall further cause the Contractor's Construction Contract to require that the Contractor shall cause Program Manager to be named an Additional Insured on all policies of liability insurance and shall supply to Program Manager separate written endorsements amending Contractor's said policies of insurance to that effect. A Certificate of Insurance indicating Program Manager to be a "Certificate Holder" or "Additional Insured" is not sufficient and will not be accepted without separate written endorsements provided by Contractor's insurer(s) amending those policies to include Program Manager as an Additional Insured. Owner shall cause Contractor to grant a Waiver of Subrogation and a Waiver of Consequential Damages in favor of Program Manager in all contracts and agreements between Owner and Contractor. City shall cause any Contractor Agreement to state that the Contractor understands and agrees that it is not a third-party beneficiary to either the Program Management Agreement between City and Program Manager or the relationship between City and Program Manager. All agreements which in any way arise out of Contractor's scope of work and/or responsibilities under the Program shall contain such a statement, regardless of whether the signatories to such agreements are in privity with the Contractor. The inclusion of such a statement in any such agreements shall be the responsibility of the Contractor. Program Manager agrees to review all agreements made by the City with the Architect, Contractor and others to verify that such agreements contain the provisions which are required by this paragraph.

6.7 CONSTRUCTION CONTRACT DOCUMENTS. An initial copy of Construction Contract Documents shall be furnished to the Program Manager.

6.8 PERMITS AND LICENSES. The Program Manager shall assist the City in obtaining building permits and special permits for permanent improvements except for permits required to be obtained directly by the various contractors. The Program Manager shall verify that the City has paid applicable fees and assessments. The Program Manager shall assist the City and Architect in connection with the City's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Program.

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6.9 PROGRAM COMMUNICATION. The City shall require the Architect to send copies of all notices and communications sent to or received by the City or the Architect relating to the Work to the Program Manager. During the Construction Phase of Project, the City shall require that the Contractor submit copies of all notices and communications relating to the Work directly to the Program Manager.

6.10 CITY'S REPRESENTATIVE. The City shall designate Jim DeLapp and their designee(s) to act in the City's behalf with respect to the Program. The said City's Representative shall have the authority to approve changes in the scope of the Program and shall be available as often as may be necessary to examine information submitted by the Program Manager, to render decisions and to furnish information in a timely manner. The City's Representative may designate any employee of City to act in their behalf as City's agent when and as needed or as desired. Program Manager shall have the right to rely on all statements, representations, decisions, directives and any other communications pertaining in any way to the Program made by the City's Representative, their designee(s), and any person whom Program Manager reasonably believes possesses the authority to bind and/or act on behalf of the City.

ARTICLE 7 NOTICES

7.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five (5) days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this article.

To City:
James DeLapp
Executive Director, Public Works
205 Government Street, South Tower, 3rd Floor
Mobile, Alabama 36602

To Program Manager:
James P. "Jimmy" Screen, III Senior Vice President
11 North Water Street, Suite 18290
Mobile, AL 36602

ARTICLE 8 INSURANCE

8.1 INSURANCE. For the term of this Agreement, the Project Manager 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 contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability
including premises, products and complete
operations.

(1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence

(2) Property damage liability - \$100,000 each
occurrence
Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
\$500,000 per occurrence

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b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence

(2) Property damage liability \$100,000 each occurrence
Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined - \$500,000 per occurrence

c. Workers' Compensation/Employer's Liability:
Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

d. Professional Liability Insurance: \$2,000,000 per claim made

8.2. Insurance coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of Services under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

**ARTICLE 9
TERMINATION AND SUSPENSION**

9.1 TERMINATION. This Agreement may be terminated by City by providing thirty (30) days written notice to the Program Manager. In the event of termination deemed to be no fault of the Program Manager, the Program Manager shall be compensated for services performed prior to termination.

9.1.1 This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the material terms hereof through no fault of the terminating party.

9.2 SUSPENSION. The City may at any time order the Program Manager in writing to suspend, delay or interrupt all or any part of the Work on the Program for the convenience of the City, or because of events beyond the control of the City or for any other reasons. After City suspends the Program for more than ninety (90) consecutive days, the Program Manager may terminate this agreement by giving thirty (30) days written notice.

**ARTICLE 10
SUCCESSORS/ASSIGNMENT/THIRD PARTIES**

10.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Program Manager.

10.2 ASSIGNMENT. The Program Manager shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

**ARTICLE 11
CERTIFICATES FOR PAYMENT TO THE CONTRACTOR**

11.1 Based upon observations at the site and upon the Contractor's applications for payment, the Program Manager shall from time to time determine the amount owing to the Contractor pursuant to the terms of the City-Contractor Agreement and shall issue certificates for payment to the City in such amounts. The Program Manager shall consult with the Architect in the determination of the amount due the Contractor. The Program Manager and the Architect shall sign the certificate for payment prior to the time it is

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transmitted to the City by the Program Manager. The signing of a Certificate for Payment shall constitute nothing more than a representation that the amount certified is currently owed the Contractor based on actual percentage of completion as calculated and/or determined by the Architect, and that the Architect has approved the Certificate for Payment, and that the Program Manager knows of no reason why the certified amount should be withheld. Program Manager shall not be responsible or liable for payment to suppliers, manufacturers, subcontractors, subconsultants, vendors or other third parties.

ARTICLE 12 ADDITIONAL PROVISIONS

12.1 CONFIDENTIALITY. In order for the Program Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the City to disclose to the Program Manager confidential and proprietary information and trade secrets pertaining to the City's past, present and future activities. The Program Manager hereby agrees to treat information which has been designated to the Program Manager by the City in writing as being confidential and proprietary information or trade secrets in a confidential manner. The Program Manager further agrees that it will not disclose any such information so designated to anyone outside of the City at any time without the prior written consent of the City.

12.2 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Program Manager shall, upon written request from the City, return to the City all documents and records provided by the City which are in the Program Manager's possession or control.

12.3 GOVERNING LAW AND CHOICE OF FORUM. It is expressly agreed and stipulated by the Parties that this contract shall be deemed to have been made and to be performable in the State of Alabama. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State. The venue of any legal proceeding arising under this agreement shall be Mobile County, Alabama.

12.4 DISPUTE RESOLUTION. If a dispute arises out or relates to this Agreement or its alleged breach, the parties shall direct their Representatives to endeavor to settle the dispute first through direct, good faith discussions. If the dispute cannot be resolved through direct, good faith discussions, the parties shall engage in and meaningfully participate in mediation. The Representatives of the parties shall attend all mediation sessions and shall make a good faith, meaningful effort to resolve the dispute(s) between them. The parties shall arrange to have representatives of their insurers present at the mediation to assist in resolving the dispute(s). The mediator(s), procedure, length, date and location of the mediation shall be mutually agreed upon between the parties. Once one party submits to the other a written demand for mediation, the parties shall commence such mediation within sixty (60) days of said written demand.

12.5 ENTIRE AGREEMENT. This Agreement and attachments hereto represent the entire and integrated agreement between the City and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No other documents, statements or representations are incorporated herein, by reference or otherwise, if they do not appear within the four corners of this Agreement or Attachment A hereto. Nothing shall be incorporated herein without the written consent and agreement of both City and Program Manager. Any deviation by either party from the terms of this contract shall not be deemed a waiver of either party's rights under this contract.

12.6 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the City and the Program Manager.

12.7 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such

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invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

WAIVER OF SUBROGATION. Owner and Program Manager hereby waive all claims and other rights they may have against each other for loss of and/or damage to (a) the Program and any individual Projects therein, (b) all materials, machinery, equipment and other items used in the Program and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the Owner as trustee. If Owner is not the sole owner of the Project sites and all property at and adjacent thereto, Owner shall obtain an undertaking from the other owners thereof sufficient to provide Program Manager the same protection from liability for loss or damage as would be afforded to Program Manager under this Agreement if Owner were the sole owner.

Owner shall have its insurers waive all rights of subrogation they may have against Program Manager on all policies of insurance carried by the Owner which may in any way pertain to the Program.

If the policies of insurance referred to in this above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner will cause them to be so endorsed.

12.8 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

12.9 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

12.10 JOINT DRAFTING. City and Program Manager expressly agree that this Agreement was jointly drafted, and that each of them had an opportunity to negotiate its terms and to obtain the assistance of competent counsel in reviewing its terms prior to execution, which each party performs freely, willingly and of its own volition. Therefore, this Agreement, and any dispute, claim, proceeding or other action arising therefrom, shall be construed neither against nor in favor of either party, but shall be construed in an equal manner.

12.11 INTERPRETATION OF CERTAIN WORDS. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

12.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

ARTICLE 13 MISCELLANEOUS

13.1 ANTIBOYCOTT. Program Manager agrees and represents 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. "is aware or becomes aware of the presence of any Hazardous Material at any Project site, it shall promptly notify Program Manager of the presence, location and composition of the Hazardous Material.

13.2 NONDISCRIMINATION. Program Manager 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

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reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. If Hazardous Material is discovered at any Project site, Program Manager shall be entitled to immediately stop performance of Basic Services or Warranty Phase Services, and Program Manager shall report the condition to the City.

13.3 IMMIGRATION LAW. Program Manager agrees that for the duration of the agreement it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

13.4 INDEMNIFICATION.

The Program Manager 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 Program Manager or the Program Manager’s agent, consultant under contract, or other entity for which Program Manager is legally liable. The parties acknowledge and agree that this contract requires Program Manager to procure and maintain professional liability insurance that satisfies the named requirements. Program Manager shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Program Manager’s liability, or in proportion to the extent Program Manager 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 Program Manager to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

13.5 STANDARD OF PERFORMANCE:

Program Manager shall perform all professional services under this contract with the professional skill and care ordinarily provided by a Program Manager professional practicing under the same or similar circumstances and professional licenses considering the ordinary professional skill and care of a Program Manager professional.

The Presiding Officer called for the vote on the amendment to the original amendment and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the amendment to the original amendment adopted.

The Presiding Officer called for the vote on the original motion as amended and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted as amended.

AUTHORIZE AGREEMENT WITH RAUL MALAVER TO PROVIDE TENNIS LESSONS AND CLINICS FOR PARKS & RECREATION DEPARTMENT; NTE \$80,000.00 PER YEAR. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 01-922-2023

Sponsored by: Mayor Stimpson

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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 Raul Malaver to provide tennis lessons and clinics 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 \$80,000 per year 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.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO CDW GOVERNMENT, LLC FOR IPAD TABLETS WITH VEHICLE MOUNTS FOR MFRD; \$15,514.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-923-2023

Sponsored by: Mayor 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
<u>10844</u>	2023	(1510) FIRE ADMINISTRATION	15 IPAD TABLETS WITH VEHICLE MOUNTS FOR MFRD (SOURCEWELL COPERATIVE PURCHASING AGREEMENT, BELOW BID REQUIREMENT – PRICE QUOTE)	\$15,514.00	(272392) CDW GOVERNMENT LLC

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO CINTAS CORPORATION, D/B/A CINTAS CORPORATION NO. 2, FOR INSULATED JACKETS AND BIB OVERALLS FOR

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PUBLIC SERVICES DEPARTMENT; \$16,275.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-924-2023

Sponsored by: Mayor 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
<u>12611</u>	2023	(2086A) ASPHALT	INSULATED JACKETS AND BIB OVERALLS FOR PUBLIC SERVICES (BELOW BID LAW AMOUNT - OMNIA COOPERATIVE PURCHASING AGREEMENT)	\$16,275.00	<u>(033070) CINTAS CORPORATION DBA CINTAS CORPORATION NO 2</u>

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO GORDON COMPANIES, INC. FOR WALK-THROUGH CHRISTMAS TREE FOR PARKS AND RECREATION DEPARTMENT; \$28,000.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-925-2023

Sponsored by: Mayor 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
<u>11931</u>	2023	(4010) SPECIAL EVENTS	ONE NORTHLIGHT 44FT WALKTHROUGH CHRISTMAS TREE FOR MPRD EVENTS (SEALED BID 5829)	\$28,000.00	<u>(295570) GORDON COMPANIES INC</u>

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The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO GORDON COMPANIES, INC. FOR LIGHTED SNOWFLAKE STREET POLE DECORATIONS FOR PARKS & RECREATION DEPARTMENT; \$26,400.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-926-2023

Sponsored by: Mayor 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
<u>14017</u>	2023	(4010) SPECIAL EVENTS	LIGHTED SNOWFLAKE STREET POLE DECORATIONS FOR MPRD EVENTS (BELOW BID REQUIREMENT-PRICE QUOTE)	\$26,400.00	<u>(295570) GORDON COMPANIES INC</u>

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO SUNSOUTH, LLC FOR JOHN DEERE TRACTOR; \$194,400.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-928-2023

Sponsored by: Mayor 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:

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Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13811</u>	2023	(2050) FLEET MANAGEMENT-GARAGE	JOHN DEERE 6110 TRACTOR WITH ALAMO 60IN CUTTER HEAD ON 25FT BOOM (SEALED BID 5765)	\$194,400.00	<u>(291912)</u> <u>SUNSOUTH LLC</u>

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO TURNER WILSON FENCE CO., LLC FOR FENCING FOR CRUISE TERMINAL OFF-SITE PARKING; \$20,866.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-929-2023

Sponsored by: Mayor 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
<u>14022</u>	2023	(F6020) CRUISE TERMINAL	FENCING FOR CRUISE TERMINAL OFFSITE PARKING (PRICE QUOTE)	\$20,866.00	<u>(294501)</u> <u>TURNER WILSON FENCE CO LLC</u>

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO VC3, INC. FOR ANNUAL RENEWAL FOR MIT DATA SECURITY BACKUP AND RECOVERY SERVICES; \$126,000.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

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RESOLUTION: 08-930-2023

Sponsored by: Mayor 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
<u>14006</u>	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MIT DATA SECURITY BACKUP AND RECOVERY SERVICES (SECURITY EXEMPT BY AL CODE 41-16-51(A)(15))	\$126,000.00	<u>(297843) VC3 INC</u>

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE PURCHASE ORDER TO VERTIV CORPORATION FOR ANNUAL RENEWAL OF MAINTENANCE SERVICES FOR MIT MUSEUM DRIVE; \$16,369.00.

The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 08-931-2023

Sponsored by: Mayor 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
<u>13494</u>	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MAINTENANCE SERVICES FOR MIT MUSEUM DRIVE DATA CENTER VERTIV LIEBERT UPS COOLING SYSTEM (SOLE SOURCE/PRICE QUOTE)	\$16,369.00	<u>(295869) VERTIV CORPORATION</u>

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

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Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

RE-ALLOCATE FUNDS FROM GENERAL FUND, REAM FACILITIES TO CAPITAL PROJECT FUND, CIVIC CENTER MARKETING TO FUND PROFESSIONAL SERVICES CONTRACT; \$90,000.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 09-932-2023

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$90,000.00 be transferred from the General Fund, Real Estate Asset Management Facility Maintenance Department (10043035.40010) to the Capital Project Fund C0859 Civic Center Marketing (20002000.42200) to be used for professional services on a previously executed contract adopted May 23, 2023.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

TRANSFER FUNDS FROM GENERAL FUND UNASSIGNED FUND BALANCE TO CITY HALL OVERHEAD LADD STADIUM FOR LADD STADIUM FISCAL PLAN; \$200,000.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 09-933-2023

Sponsored by: Mayor Stimpson and Councilmembers Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$200,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to City Hall Overhead. Ladd Stadium #10049000.49240. These funds will be used for the Ladd Stadium Fiscal Plan.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CHANGE ORDER WITH ROB'T J. BAGGETT, INC. FOR JOINT REPLACEMENT AT THE CONVENTION CENTER EXHIBIT HALL; \$59,638.00. The following resolution which was introduced and read at the regular meeting of August 22,

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2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 13-934-2023

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of \$59,638.00 will be added to the original contract amount of \$57,977.00. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Rob't J. Baggett, Inc.

Project Name: A. R. Outlaw Convention Center - Exhibit Hall
Expansion Joint Replacement

Project Number: CN-023-23

Amount: \$59,638.00

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH HADLEY CONSTRUCTION SPECIALITIES, INC. FOR WINDOW REPAIRS AT 200 GOVERNMENT STREET; \$104,2900.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 21-935-2023

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: HADLEY CONSTRUCTION SPECIALTIES, INC.

Project Name: 200 GOVERNMENT STREET - WINDOW REPAIRS

Project Number: MX-076-22

Amount: \$104,290.00

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

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Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH DOUBLE AA CONSTRUCTION COMPANY, LLC FOR RE-ROOFING AT MPD THIRD PRECINCT; \$182,400.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 21-936-2023

Sponsored by: Mayor Stimpson and Councilmember Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: DOUBLE AA CONSTRUCTION COMPANY, LLC

Project Name: POLICE THIRD PRECINCT RE-ROOFING

Project Number: BG-033-22

Amount: \$182,400.00

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH H.O. WEAVER & SONS, INC. FOR 2022 PAYGO RESURFACING; \$10,826,321.48. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 21-937-2023

Sponsored by: Mayor Stimpson and Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory

WHEREAS, bids for street resurfacing for districts 1,2,3,4,5,6 and 7 were received and opened on June 21, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H. O. Weaver & Sons, Inc., in the amount of \$10,826,321.48.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H.O. Weaver & Sons, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a

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contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: H. O. Weaver & Sons, Inc.
Project Name: 2022 PAYGO Resurfacing (D#1-7)
Project Number: 2023-3005-04
Amount: \$10,826,321.48

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE CONTRACT WITH WASTE PRO OF ALABAMA, INC. FOR RESIDENTIAL GARBAGE AND TRASH SERVICES; NTE \$1,200,000.00 FOR PER YEAR FOR 3 YEARS. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 21-938-2023
Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Waste Pro of Alabama, Inc., for three years, for an amount not to exceed \$1,200,000.00 per year, to provide residential garbage and trash 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.

The resolution was read by the City Clerk, whereupon Councilmember Reynolds moved to table the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution tabled.

AUTHORIZE CONTRACT WITH JOHN G. WALTON CONSTRUCTION CO., INC., FOR 2022 PAYGO, HAMILTON BOULEVARD RESURFACING; \$1,426,577.00. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 21-939-2023
Sponsored by: Mayor Stimpson and Councilmember Reynolds

WHEREAS, bids for street resurfacing for district 4 was received and opened on June 28, 2023.

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WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of \$1,426,577.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: John G. Walton Construction Company, Inc.

Project Name: 2022 PAYGO Commission District 3, MCR2022-308 Hamilton Boulevard Resurfacing (D4)

Project Number: 2023-3005-06

Amount: \$1,426,577.00

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

WAIVE BUILDING PERMITS FEES FOR TEN RESIDENTIAL PROPERTIES ANNEXED INTO THE CITY EFFECTIVE JULY 25, 2023. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 28-940-2023

Sponsored by: Mayor Stimpson

WHEREAS, certain properties that were in the Police Jurisdiction of the City of Semmes were annexed into the City of Mobile effective July 25, 2023; and,
WHEREAS, prior to said annexation an estimated ten (10) builders of residential homes had paid for and obtained building permits from the City of Semmes; and,

WHEREAS, following the annexation the estimated ten (10) properties that are the subject of the building permits are now within the jurisdiction of the City of Mobile and subject to permitting and inspections by the City of Mobile; and,

WHEREAS, the City of Mobile desires to relieve the aforesaid builders of having to pay for two building permits issued by two separate governmental entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that building permit fees assessed by the City of Mobile are hereby waived for those residential homes that are located in areas that were annexed into the City of Mobile effective July 25, 2023 and that were permitted by the City of Semmes prior to July 25, 2023.

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The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE LICENSE WITH YUMUL INTERNATIONAL ENTERPRISES, LLC FOR CRUISE TERMINAL CREW SHOP; \$750.00 PER MONTH FOR 1 YEAR. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 37-941-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract license, by and between the City of Mobile and YUMUL INTERNATIONAL ENTERPRISES, LLC, in the amount of \$750 per month to be paid to the City of Mobile, for one year, and renewable for two additional one-year periods without further Council approval, for the operation of a sundry shop and telephone center in the Mobile Alabama Cruise Terminal for the benefit of cruise ship crews, 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.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS; BROWN. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 60-942-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Justin Brown, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

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The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS; HOLDER.

The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 60-943-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Antronne Jermaine Holder, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS; MARTIN. The following resolution which was introduced and read at the regular meeting of August 22, 2023, and held over until the regular meeting of August 29, 2023, was called up by the Presiding Officer.

RESOLUTION: 60-944-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Kristi Martin, a/k/a Martin Living Trust, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

ORDINANCES BEING INTRODUCED

REZONE PROPERTY LOCATED AT 1408 SAINT STEPHENS ROAD AND 212 NORTH LAFAYETTE STREET FROM R-1 AND B-2 TO B-1. The following ordinance was held over until the regular meeting of September 5, 2023.

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ORDINANCE: 64-040-2023

Sponsored by: Councilmember Penn

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 UNH'IED DEVELOPMENT CODE.

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

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

COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business 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 B-1, Buffer Business 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.

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

REZONE PROPERTY LOCATED AT NORTH SIDE OF OLD SHELL ROAD, 340' +/- EAST OF COSGROVE DRIVE FROM R-1 TO B-1. The following ordinance was held over until the regular meeting of September 5, 2023.

ORDINANCE: 64-041-2023

Sponsored by: Councilmember Gregory

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

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

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

BEGINNING 525 FEET WEST OF THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RUN SOUTH 283 FEET, THEN NORTHEAST 127 FEET, THEN NORTH 267 FEET, THEN WEST 125 FEET TO BEGINNING.

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The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban 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 B-1, Buffer Business District Suburban, 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.

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

MODIFY A PLANNED UNIT DEVELOPMENT LOCATED AT 2970 MCVAY DRIVE NORTH AND 3030 MCVAY DRIVE NORTH. The following ordinance was held over until the regular meeting of September 5, 2023.

ORDINANCE: 64-042-2023

Sponsored by: Councilmember Small

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-5'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO THE NORTHEAST

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CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°- 49'- 45" WEST 331.14, FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owners of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;

Is compatible with the character of the surrounding neighborhood;

Will not impede the orderly development and improvement of surrounding property;

Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

Is subject to adequate design standards to provide ingress and egress that minimize traffic

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hazards and traffic congestion on the public roads;

Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;

Will not be detrimental or endanger the public healthy safety or general welfare; and

That the proposed' modification is in the City's and the larger community's best interests.

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

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

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Revision of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance will all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and
14. 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.

REZONE PROPERTY LOCATED AT 3901 COTTAGE HILL ROAD FROM B-1 TO R-1.

The following ordinance was held over until the regular meeting of September 5, 2023.

ORDINANCE: 64-043-2023

Sponsored by: Councilmember Reynolds

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

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

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

LOT A, NEW LIFE HOUSING SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 29 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

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

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF CONSENT RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Gregory moved for the suspension of the rules to consider Consent Resolutions 09-945 through 60-976 being introduced for the first time. The motion was seconded by Councilmember Daves, and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

CONSENT RESOLUTIONS BEING INTRODUCED

TRANSFER FUNDS FROM DISTRICT 2 DISCRETIONARY ACCOUNT TO PARKS AND RECREATION GENERAL FUND ACCOUNT TO ASSIST WITH THE HARVEST GIVEAWAY AT THE SEALS COMMUNITY CENTER. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 09-945-2023

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$415.00 be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the Harvest Giveaway at the Seals Community Center.

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The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 906 DONALD STREET. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-946-2023

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 906 Donald Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure 906 Donald Street to be \$4,200.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$4,200.00 shall constitute a special assessment against the property at structure **906 Donald Street** and being that property more particularly described as follows:

TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel No.: 29 02 44 0 024 008

Owner: **UNIQUE ENTERPRISES WORLDWIDE LLC
1239 SUDAN ST
MOBILE AL 36693-4401**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the **demolition** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 107 RANDOLPH STREET.

The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-947-2023

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 107 Randolph Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure 107 Randolph Street to be 53,200.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: 3,200.00 shall constitute a special assessment against the property at structure **107 Randolph Street** and being that property more particularly described as follows:

BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PARK/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel No.: 29 07 23 0 003 165

Owner: UMEJEI OBI ETUMTWE FRANCIS A/K/A F E UMEJEI
PO BOX 81183
MOBILE AL 36689-1183

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the **demolition** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 1853 TOULMIN AVENUE.

The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-948-2023

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Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 1853 Toulmin Avenue and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure 1853 Toulmin Avenue to be \$5,000.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$5,000.00 shall constitute a special assessment against the property at structure **1853 Toulmin Avenue** and being that property more particularly described as follows:

E 20 FT OF THE N ½ OF LOT 26 & W 26 FT OF THE N ½ OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel No.: 29 02 44 0 023 272.023

**Owner: WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618**

and the assessment hereby made and confirmed shall constitute a lien on and against and parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the **demolition** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 604 TITI STREET. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-949-2023

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 604 Titi Street and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure 604 Titi Street to be \$4,200.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the

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work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$4,200.00 shall constitute a special assessment against the property at structure **604 Titi Street** and being that property more particularly described as follows:

**S ½ OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT DBK 75 PG 260
#SEC 13 T4S R1W #MP29 06 13 0 003**

Parcel No.: 29 06 13 0 003 214

**Owner: BUGG INC AS TRUSTEE OF THE LIVING TRULL
PO BOX 352
MOBILE AL 36602**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the **demolition** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

FIX COSTS FOR DEMOLITION OF THE STRUCTURE AT 5014 PERIN ROAD. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-950-2023

Sponsored by: Councilmember Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the demolition of the structure at 5014 Ferin Road and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the demolition of the structure 5014 Ferin Road to be \$3,650.00 and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: \$3,650.00 shall constitute a special assessment against the property at structure **5014 Ferin Road** and being that property more particularly described as follows:

LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4 002

Parcel No.: 33 02 03 4 002 053

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**Owner: FODE KEVIN M
PO BOX 3751
TUALATIN OR 97062-3751**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the **demolition** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DECLARE WEEDS NOXIOUS, GROUP 1647. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 40-946-2023

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1647** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **3rd day of October 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it

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is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

APPROVE AWARD OF SPECIAL BONUS TO THE ADMINISTRATIVE SERVICES EMPLOYEE OF THE MONTH; PATRONAS. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-952-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

JULY 2023 JULIE PATRONAS (Employee #10046)
GIS ANALYST II
GEOGRAPHIC INFO SYSTEMS

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO SENIOR CITIZENS, INC. D/B/A VIA HEALTH, FITNESS AND ENRICHMENT CENTER, SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-953-2023

Sponsored by: Councilmember Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **\$7,000.00** to the Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, from his discretionary funds; and

WHEREAS, Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, is an Alabama non-profit corporation which provides a service to the community; and

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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 the Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, will be used to assist with the District 2 Food Pantry for Fiscal Year 10/1/2023 through 9/30/2024, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$7,000.00** to Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, Incorporated 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.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO DEARBORN YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-954-2023

Sponsored by: Councilmember Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **\$2,000.00**, to Dearborn Young Men's Christian Association, Inc., from his discretionary funds; and

WHEREAS, Dearborn Young Men's Christian Association, Inc., is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Dearborn Young Men's Christian Association, Inc., will be used to assist with the Jazzy Blues in the Park Benefit on Sunday, September 24, 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 **\$2,000.00** Dearborn Young Men's Christian Association, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

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Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO JAGUAR ATHLETIC FUND, INC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-955-2023

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Woods wishes to appropriate **\$2,000.00** to Jaguar Athletic Fund, Inc., from his discretionary funds; and

WHEREAS, Jaguar Athletic Fund, Inc., is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Jaguar Athletic Fund, Inc., will be used to assist with the 10th Annual Football Social on August 22, 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 **\$2,000.00** to Jaguar Athletic Fund, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO MOBILE SYMPHONIC POPS BAND, INC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-956-2023

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Josh Woods wishes to appropriate **\$5,000.00** to Mobile Symphonic Pops Band, Inc., from his discretionary funds; and

WHEREAS, Mobile Symphonic Pops Band, Inc., is an Alabama non-profit corporation which provides a service to the community; and

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

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WHEREAS, the Mobile City Council determines that this appropriation to Mobile Symphonic Pops Band, Inc, will be used to assist with two concerts at Medal of Honor Park, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$5,000.00** to Mobile Symphonic Pops Band, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

DETERMINE AN APPROPRIATION TO COMMUNITY SERVICES FOR VISION REHABILITATION, IINC. SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT.

The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-957-2023

Sponsored by: Mayor Stimpson

WHEREAS, Mayor Sandy Stimpson wishes to appropriate **\$10,000.00** to Community Services For Vision Rehabilitation, Inc., from his discretionary funds; and

WHEREAS, COMMUNITY SERVICES FOR VISION REHABILITATION, INC., is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Community Services For Vision Rehabilitation, Inc., will be used to assist with providing care, services, and equipment for those in the community suffering low vision and blindness, 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 **\$10,000.00** to Community Services For Vision Rehabilitation, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

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DETERMINE AN APPROPRIATION TO LITTLE FLOWER PARISH, MOBILE SERVES A PUBLIC PURPOSE AND APPROVE PAYMENT. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 60-976-2023

Sponsored by: Councilmember Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **\$5,000.00** to Little Flower Parish Mobile, from his discretionary funds; and

WHEREAS, Little Flower Parish Mobile, is a church 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 Little Flower Parish Mobile will be used to assist with the purchase and installation of a new air conditioning unit, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$5,000.00** to Little Flower Parish Mobile 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.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

CIP RESOLUTIONS BEING INTRODUCED

AUTHORIZE CONTRACT WITH AECOM TECHNICAL SERVICES, INC. FOR DISTRICT 6 TRAFFIC SIGNAL IMPROVEMENTS; \$76,199.00. The following resolution was held over until the regular meeting of September 5, 2023.

RESOLUTION: 21-958-2023

Sponsored by: Mayor Stimpson and Councilmember Woods

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 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: AECOM Technical Services, Inc

COM Project Name: District 6 Traffic Signal Improvements

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Capital Project No.: CO727
Contract Amount: \$76,199.00

AUTHORIZE CONTRACT WITH JUSTUS J. ADDISS IV, D/B/A J & A CONTRACTING, INC., FOR FOUNTAIN REPAIRS AT UNITY POINT PARK; \$44,000. The following resolution was held over until the regular meeting of September 5, 2023.

RESOLUTION: 21-959-2023
Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: JUSTUS J. ADDISS IV D/B/A J & A CONTRACTING
Project Name: UNITY POINT PARK – FOUNTAIN REPAIRS
Project Number: PR-032-23
Amount: \$44,000.00

AUTHORIZE CONTRACT WITH AEIKER CONSTRUCTION CORPORATION FOR NEW SPLASHPAD AT BAUMHAUER-RANDLE PARK; \$371,175.00. The following resolution was held over until the regular meeting of September 5, 2023.

RESOLUTION: 21-960-2023
Sponsored by: Mayor Stimpson and Councilmember 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 though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Aeiker Construction Corporation
Project Name: Baumhauer-Randle Park – New Splashpad
Project Number: PR-092-21
Amount: \$371,175.00

SUSPENSION OF RULES FOR IMMEDIATE CONSIDERATION OF RESOLUTIONS BEING INTRODUCED FOR THE FIRST TIME.

Councilmember Gregory moved for the suspension of the rules to consider Resolutions 21-967 and 31-969 being introduced for the first time. The motion was seconded by Councilmember Woods, and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The Presiding Officer declared unanimous consent granted for the items.

RESOLUTIONS BEING INTRODUCED

AUTHORIZE AGREEMENT WITH MATTHEW BROOKS FOR RACQUET STRINGER SERVICES FOR PARKS AND RECREATION DEPARTMENT; NTE \$70,000.00 PER YEAR. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 01-961-2023

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, an Agreement with Matthew Brooks to provide racquet stringer services 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 \$70,000 per year 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.

TRANSFER FUNDS FROM CAPITAL IMPROVEMENT PROJECT ENGINEERING, ROW, AND TESTING TO CAPITAL PROJECT FOR MICHIGAN AVENUE CROSSING; \$44,265.04. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 0-962-2023

Sponsored by: Mayor Stimpson and Councilmembers Carroll and Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$44,265.04 be transferred from Capital Project #C0049 Engineering, ROW, and Testing in the Capital Improvements Fund (Fund 2000); to Capital Project #C0885 Michigan Avenue Crossing. These funds are consolidated in an effort to improve the Michigan Avenue railroad grade crossing.

APPROPRIATE FUNDS IN THE REBUILD ALABAMA SPECIAL REVENUE FUND FOR TIGER/DR. MLK, JR. AVENUE/BROAD ST. PROJECT; \$1,300,000.00. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 09-963-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,300,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New: TIGER/Dr. MLK Jr. Ave./Broad Street
\$1,300,000.00

AUTHORIZE CONTRACT WITH SMITH, DUKES & BUCKALEW, LLP TO PERFORM AUDITING AND FINANCIAL REPORTING SERVICES FOR FISCAL YEARS 2023, 2024 AND 2025; AMOUNTS NTE \$220,000, \$230,000, AND \$241,000. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 21-964-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and

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on behalf of the City of Mobile, a Professional Services contract, by and between the City of Mobile and Smith Dukes & Buckalew, LLP, to perform auditing and financial reporting services for fiscal years 2023, 2024, and 2025, in amounts not to exceed \$220,000, \$230,000, and \$241,000 per year, respectively, with the option to renew without further approval required by the City Council, for fiscal years 2026 and 2027, in amounts not to exceed \$252,000 and \$263,000 per year, respectively, 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.

AUTHORIZE CONTRACT WITH INTEGRITY MAINTENANCE, LLC FOR CRUISE TERMINAL PAINTING, \$30,500.00. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 21-965-2023

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: INTEGRITY MAINTENANCE L.L.C.

Project Name: CITY OF MOBILE ALABAMA CRUISE TERMINAL
CLEANING AND PAINTING

Project Number: CT-064-23

Amount: \$30,500.00

AUTHORIZE CONTRACT WITH CLEAR RISK US CORP FOR CLAIMS ADMIN SOFTWARE AND SERVICE; NTE \$150,000 FOR EACH 3-YEAR PERIOD. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 21-966-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized 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 Clear Risk US Corp., for claims administration software and services, for three years, renewable for another three-year period without further approval required by Council, in an amount as needed not to exceed \$150,000 for each three-year period, 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.

AUTHORIZE CONTRACT WITH A1 MCDUFFIE SANITATION, LLC TO PROVIDE RESIDENTIAL GARBAGE AND TRASH SERVICES; NTE \$1,500,000.00 FOR 3 YEARS. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 21-967-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and A1 McDuffie Sanitation LLC, for three years, for an amount not to exceed \$1,500,000.00 per

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year, to provide residential garbage and trash 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.

The resolution was read by the City Clerk, whereupon Councilmember Daves moved to adopt the resolution, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

ACCEPT TEMPORARY CONSTRUCTION EASEMENTS FOR N. WASHINGTON AVENUE CULVERT AND STREET REPAIR PROJECT. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 25-968-2023

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following temporary construction easements for the 2023-3005-19 N Washington Avenue Culvert and Street Repairs:

1. Two Temporary Construction Easements, from Mobile Area Mardi Gras Association.
2. Temporary Construction Easement from The Waterfront Rescue Mission, Inc.
3. Temporary Construction Easement from Duong Quoc Thanh and Son Thanh Vo.
4. Temporary Construction Easement from Diann Rambert Johnson.

SAID documents with sketches being attached hereto and made a part hereof as fully as if set forth herein.

AMEND ADEM ALABAMA RECYCLING FUNDS GRANTS PROGRAM BUDGET TO ESTABLISH THIRD LOCATION. The following resolution was introduced by Councilmember Daves.

RESOLUTION: 31-969-2023

Sponsored by: Mayor Stimpson

WHEREAS, the City of Mobile was awarded grant funds from the Alabama Department of Environmental Management through its Alabama Recycling Funds Grants Program for the purpose of establishing and/or operating three recycling center locations within the City Limits; and

WHEREAS, the City has established two active locations for recycling and identified the third location as 1750 Dauphin Island Parkway; and

WHEREAS, the identified location was dilapidated, abandoned, and tax delinquent prior to the City acquiring it;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the portion of the ADEM Alabama Recycling Funds Grants Program Budget dedicated to establishing the third site is hereby amended. Said Budget shall direct resources to establishing the third and final recycling location under this grant within the City.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is to act on behalf of the City of Mobile in the filing of the amendment with the Alabama Department of Environmental Management, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced State funds through ADEM. The Mayor, or his designee, is further authorized to execute Subrecipient

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Agreements, Administrative Agreements, Developer Agreements, other required and related Agreements, and associated security documents on behalf of the City in accordance with the table below to reflect the allocation:

Line Item	Total
Engineering, Site Plan, and Project Management	\$30,000.00
Demolition and Infrastructure	\$54,412.06
Sound Dampening	\$32,307.70
Recycling Compactor	\$17,608.24
Modular Building	\$55,672.00
Total	\$190,000.00

A copy of this Amendment shall remain on file in the office of the City Clerk.

The resolution was read by the City Clerk, whereupon Councilmember Gregory moved to adopt the resolution, which was seconded by Councilmember Daves and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the resolution adopted.

AUTHORIZE LEASE AGREEMENT WITH RIVER YACHT BASIN MARIANA, LLC FOR BOAT SLIP FOR MOBILE FIRE AND RESCUE MARINE VESSEL. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 35-970-2023

Sponsored by: Mayor Stimpson and Councilmember Small

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, the Lease Agreement by and between the City of Mobile and River Yacht Basin Marina, LLC, Lessor, for the lease of a slip to berth the Mobile Fire and Rescue marine vessel as described in the Lease Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Lease Agreement is on file in the office of the City Clerk.

AUTHORIZE SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS; WILLIAMS. The following resolution was held over until meeting of September 5, 2023.

RESOLUTION: 60-971-2023

Sponsored by: Mayor Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Vera Williams, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

CALL FOR PUBLIC HEARINGS

CALL FOR PUBLIC HEARING TO REZONE PROPERTY LOCATED AT 2258 AIRPORT BOULEVARD AND 267 SEMINOLE STREET FROM R-1 AND B-2 TO B-2

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(SCHEDULED FOR SEPTEMBER 26, 2023) (DISTRICT 1). The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 41-972-2023

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.

Notice of Public Hearing for the Proposed Rezoning of Property Located at 2258 Airport Boulevard and 267 Seminole Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 26th day of September, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2258 Airport Boulevard and 267 Seminole Street from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Urban Business 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.

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

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

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

LOT 1 MWP20 SUBDIVISION, AS RECORDED IN MAP BOOK 92, PAGE 50 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

ALONG WITH LOT 6 & THE WEST 23 FEET OF LOT 26 BLOCK 7 DUBROCA TRACT DEEDBOOK 141 PAGE 39 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

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

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

Councilmember Reynolds then moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory

Nays: None

The vote was then announced whereupon the Presiding Officer set the date for the public hearing as September 26, 2023.

CALL FOR PUBLIC HEARING TO ASSENT TO THE VACATION OF PORTION OF AN ALLEY LOCATED BETWEEN 1010 AND 1012 OLD SHELL ROAD (SCHEDULED FOR SEPTEMBER 26, 2023) (DISTRICT 2). The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 41-973-2023

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.

NOTICE OF HEARING TO CONSIDER VACATION OF A PORTION OF A PORTION
OF A PORTION OF AN ALLEY LOCATED
BETWEEN 1010 AND 1012 OLD ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of a portion of an alley located between 1010 and 1012 Old Shell Road.

The adoption of such resolution will be considered by the Mobile City Council on the 26th day of September, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

WHEREAS, Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt (the "Owners"), as owners of all the land abutting and affected by the alley as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alle; r, and

WHEREAS, it is the intention of Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; (c) an easement be excepted from this vacation and be-retained in favor of Mobile Gas Service Corporation to operate and maintain existing facilities until they are either relocated or abandoned; and (d) Alabama Power Company and AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said, the right to cut and/or trim trees / limbs which, in their sole opinion would interfere with said facilities, and the

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right to-prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this _____ day of _____, 2023.

Councilmember Reynolds then moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced whereupon the Presiding Officer set the date for the public hearing as September 26, 2023.

CALL FOR PUBLIC HEARING TO CONSIDER A VACATION RIGHT-OF-WAY FEE AS A CONDITION OF THE VACATION OR A PORTION OF AN ALLEY LOCATED BETWEEN 1010 AND 1012 OLD SHELL ROAD (SCHEDULED FOR SEPTEMBER 26, 2023) (DISTRICT 2). The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 41-974-2023

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.

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS A CONDITION OF THE VACATION OF A PORTION OF AN ALLEY LOCATED BETWEEN 1010 AND 1012 OLD SHELL ROAD

The City of Mobile has been requested by Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt to vacate a portion of an alley located between 1010 and 1012 Old Shell Road

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, September 26, 2023, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

BE IT RESOLVED by the City Council of the City of Mobile that the right-of-way fee for the vacation of a portion of an alley located between 1010 and 1012 Old Shell Road, by the Council as per Resolution VACATION RESOLUTION # is hereby set at \$6,207.84.

Councilmember Reynolds then moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

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The vote was then announced whereupon the Presiding Officer set the date for the public hearing as September 26, 2023.

CALL FOR PUBLIC HEARING TO CONSIDER ADOPTION OF THE 2023-2024 GENERAL FUND, CAPITAL IMPROVEMENT FUND, AND CONVENTION CENTER FUND BUDGETS (SCHEDULED FOR SEPTEMBER 5, 2023). The following resolution was introduced by Councilmember Reynolds.

RESOLUTION: 41-975-2023

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.

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 29, 2023, a public hearing will be held on September 5, 2023, at 10:30 a.m., to consider adoption of the 2023-2024 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the multi-purpose room of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2023-2024 General Fund, Capital Improvements Fund, and Convention Center Fund budgets are adopted with the attached amendments.

Councilmember Reynolds then moved to call for the public hearing, which was seconded by Councilmember Gregory and the vote was as follows:

Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced whereupon the Presiding Officer set the date for the public hearing as September 5, 2023.

ANNOUNCEMENTS

Lisa Lambert, City Clerk, announced that the City Council meetings will be relocated to the Multi-Purpose room starting September 5, 2023, through October 31, 2023.

Councilmember Small stated that the Public Service Committee meeting scheduled for today has been postponed.

Councilmember Daves said that no public comment will be allowed at the Finance Committee meeting today in the pre-council conference room to discuss the proposed 2024 budget at 1:00 p.m.

Councilmember Daves announced that public comment will be allowed at the public hearing on the proposed 2024 budget on September 5, 2023, during the regular Council meeting.

Councilmember Gregory expressed her appreciation for everyone involved in the re-opening of N. McGregor Avenue, five months ahead of schedule.

Councilmember Gregory thanked the Administration and the residents that came out to the last annexation meeting at Creekwood Church.

Councilmember Reynolds moved to adjourn the meeting, which move was seconded by Councilmember Daves and the vote was as follows:

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Ayes: Penn, Carroll, Small, Reynolds, Daves, Woods, and Gregory
Nays: None

The vote was then announced by the City Clerk, whereupon the Presiding Officer declared the regular meeting adjourn at approximately 12:31 p.m.

Adopted:

COUNCIL PRESIDENT

CITY CLERK