# AGENDA
# MOBILE CITY COUNCIL MEETING

Tuesday, January 9, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   January 2, 2024

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of People United to Advance the Dream for a waiver of the Noise Ordinance at Cathedral Square on January 15, 2024, from 12:00 p.m. - 4:00 p.m. (District 2).

   Request of Cystic Fibrosis Foundation for a waiver of the Noise Ordinance at Langan Pavilion on April 27, 2024, from 9:00 a.m. - 12:00 p.m. (District 7).

   Request of Barbara Davis for a waiver of the Noise Ordinance at Langan Park on June 8, 2024, from 9:30 a.m. - 4:00 p.m. (District 7).

10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at 2201, 2223, and 2260 Halls Mill Road from R-1 and B-3 to B-5 (District 3).

    Public hearing to rezone property located at 6137 Todd Acres Drive from B-5 and I-2 to R-1 (District 4).

## 11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Christienne Gibson - Thank the Council for their support of the Dr. MLK, Jr. Day of Service.

Cynthia Land - Concerns about business licenses being given to companies that sell the same product.

Timothy Hollis - Comments about the decriminalization of marijuana.

Sabrina Mass - Concerns about irregular spending, public safety funding, and transparency to citizens about City funds.

Reggie Hill - Fitness for duty, inventory, the Civic Center, zoning, and public safety.

## 12. ORDINANCES HELD OVER

25-039 Ordinance amending Chapter 25, Garbage, Trash and Litter of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-001 Consider a modification of a previously approved Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (sponsored by Councilmember Daves).

64-002 Consider a modification of a previously approved planning approval for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (sponsored by Councilmember Daves).

64-003 Rezone property located at 1065 and 1067 Schillinger Road, South from R-1 to B-3 (sponsored by Councilmember Woods).

64-004 Rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to R-3 (sponsored by Councilmembers Woods and Gregory).

64-005 Rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor from R-1 to B-1 (sponsored by Councilmembers Woods and Gregory).

64-006 Rezone newly annexed areas in the Kings Branch and the Cottage Hill Corridor from R-1 to LB-2 (sponsored by Councilmembers Woods and Gregory).

64-007 Rezone newly annexed areas in the Cottage Hill Corridor from R-1 to B-2 (sponsored by Councilmember Woods).

64-009 Rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to CW (sponsored by Councilmembers Woods and Gregory).

## 13. CONSENT RESOLUTIONS HELD OVER

40-1220 Declare the structure at 815 Chin Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

## 14. RESOLUTIONS HELD OVER

07-005 Approve the issuance of multifamily housing revenue bonds in an aggregate principal not to exceed $350,815,000.00 (sponsored by Councilmember Woods) (submitted by Ricardo Woods, City Attorney).

08-006 Approve purchase order to Bell Electrical Supply Co., Inc. for Generac towers for MPD and the Cruise Terminal; $97,344.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-007 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Tahoes for MPD; $3,290,692.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-008 Approve purchase order to E-Builder, Inc. for annual renewal of project management software; $55,574.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-009 Approve purchase order to Gulf States Distributors for rifle ammunition for MPD; $25,515.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-010 Approve purchase order to Gwins Stationery & Engraving, Inc. for printing and mailing of annual business license forms; $22,994.37 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-011 Approve purchase order to Precision Delta Corp. for ammunition for MPD; $67,076.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-012 Approve purchase order to Sansom Equipment Co., Inc. for vertical mast assembly for garbage truck; $24,376.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-013 Approve purchase order to STONS, Inc. for annual renewal of monday.com work and project management software for MIT; $69,768.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09- 014 Transfer funds from Capital Project Citywide Environment Testing to Capital Project Stormwater Management MS4 Program; $20,000.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-015 Authorize contract with John G. Walton Construction Company, Inc., for Cypress Shores drainage improvements; $1,622,268.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger,

Engineering Dept.).

21-016 Authorize contract with Gulf States Consultants & Administrators, Inc. for employee health benefits consulting services (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Dept.).

60-017 Authorize Settlement Agreement and Release of Claims; Bean (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-018 Authorize Settlement Agreement and Release of Claims; Law (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-019 Authorize Settlement Agreement and Release of Claims; Robinson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-020 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

## 15. ORDINANCES BEING INTRODUCED

64-010 Rezone property located at 2201, 2223, and 2260 Halls Mill Road from R-1 and B-3 to B-5 (sponsored by Councilmember Small).

64-011 Rezone property located at 6137 Todd Acres Drive from B-5 and I-2 to R-1 (sponsored by Councilmember Reynolds).

## 16. CONSENT RESOLUTIONS BEING INTRODUCED

31-026 Authorize the mayor to apply, accept, and receive a grant from the Poarch Band of Creek Indians for law enforcement training; $20,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted Robert Lasky, Public Safety).

58-027 Authorize removal of weeds, Group 1650.

58-028 Assess costs for removal of weeds, Repeat Weed Lien Group 65.

60-029 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars).

60-030 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-031 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars).

60-041 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by

Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

## 17. CIP RESOLUTIONS BEING INTRODUCED

09-032 Transfer funds from Capital Project District 4 Contingency Project to Grant Match Holding Account, for match requirement to identify restoration activities in the Dog River Watershed; $250,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

21-038 Authorize contract with Harris Contracting Services, Inc. for pickleball courts at Lavretta and Hillsdale Parks; $1,586,000.00 (sponsored by Councilmember Gina Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-039 Authorize contract with Sawgrass Consulting, LLC for 2024 CIP Resurfacing, Council Districts 1,2,3 &5; $539,070.00 (sponsored by Councilmembers Penn, Carroll, Small, & Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

## 18. RESOLUTIONS BEING INTRODUCED

08-033 Approve purchase order to Butler Complete Services, LLC for clearing of drainage ditch from Eslava Creek Pkwy. to McVay Drive, S.; $405,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-034 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Tahoe for Animal Services; $50,357.04 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-035 Approve purchase order to ProtecVideo, LLC for annual renewal of telemetry software for MPD Cyber; $210,415.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-036 Approve purchase order to STONS, Inc. for annual renewal of monday.com software for MPD Cyber; $52,668.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-037 Authorize contract for golf cart rentals for Azalea City Golf Course; NTE $275,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

40-040 Authorize the purchase amendment of 4231 Shipyard Road; price reduced to $745,000.00 from $775,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

## 19. ANNOUNCEMENTS

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|

No Attachments Available

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 1/5/2024 - 9:09 AM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| MLK Day | Cover Memo | 1/9/2024 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 1/9/2024 - 8:17 AM |

## APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Rev. David Edwards(people united to advance the dream mobile,Inc.)
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-518-8885 Cell Number: same

Organization (if applicable) _____

Mailing Address of Applicant 2523 Saint Stephens Rd. Suite A

Telephone No. 251-255-7200 E-mail address president@puadmobile.org

Location or address of event where amplification will be used:
300 Conti St. Mobile,Al 36602 (cathedral Square)

Date of Event: 1/15/2024 Starting Time: 12:00 pm Ending Time 4:00 pm
**(NOTE: In residential areas, cannot go beyond 10:00 p.m.)**

Type of Event: Dr. MLK Birthday Celebration & Ralley

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

***Music containing obscene language or profanity is prohibited***

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

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Gregory

**Funding Source**

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

**ATTACHMENTS:**

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**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 12/22/2023 - 10:50 AM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Gregory

**Funding Source**

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

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**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Leverette, Tiereney | Approved | 12/22/2023 - 10:51 AM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

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## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 1/3/2024 - 1:12 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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|---|---|
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| **Project String** | **Contract Number:** |
| **Budget Amendment** | **REDUCE INCREASE** |
| **Grant Funds** | **Matching Funds** |

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No Attachments Available

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 1/3/2024 - 1:19 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

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## REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| City Clerk | Leverette, Tiereney | Approved | 1/4/2024 - 12:13 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

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## REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| City Clerk | Leverette, Tiereney | Approved | 1/4/2024 - 12:08 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

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## REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| City Clerk | Leverette, Tiereney | Approved | 1/4/2024 - 12:10 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

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## REVIEWERS:

| Department | Reviewer | Action | Date |
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| City Clerk | Leverette, Tiereney | Approved | 1/4/2024 - 1:45 PM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| Hill | Cover Memo | 1/4/2024 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 1/4/2024 - 2:10 PM |

**From:** RJHILL II
**To:** Gauthier, Lana
**Subject:** 1/9 Agenda
**Date:** Thursday, January 4, 2024 1:58:27 PM

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**CAUTION:** External Email

Madam Asst. City Clerk,

Good afternoon! I hope that the New Year has been great for you, thus far.

This is a formal request to be added to the upcoming Agenda. I will be addressing the following:

* Fitness for Duty
* Inventory
* Civic Center
* Zoning
* Public Safety

Thank you, for your attention to this matter. Have a great remainder of the week. See you all on Tuesday!

Kindest Regards,

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


Efforts of Harmony In a World of Discord
S4TF

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**
Ricardo Woods

**Sponsored by:**
Mayor Stimpson

**Purpose and Scope of Project:**
To amend Chapter 25, Garbage, Trash and Litter in a restatement in its entirety.

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Ordinance | Ordinance | 8/17/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Legal | Kern, Chris | Approved | 8/17/2023 - 2:14 PM |
| Mayors Office | Montgomery, Brandi | Approved | 8/17/2023 - 3:09 PM |
| Legal | Kern, Chris | Approved | 8/17/2023 - 2:14 PM |

# AN ORDINANCE TO AMEND CHAPTER 25, GARBAGE, TRASH AND LITTER OF THE MOBILE CITY CODE

**Sponsored by: William S. 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, 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, d 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 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.
(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 of 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.
(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 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.

(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.

(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
(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.

(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.

(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. LITTER*[1]

### 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.

(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.

(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 appeal 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.

(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 city to operate a septage and grease hauling business.

(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 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.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 11/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/30/2023 - 2:19 PM |

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
951 Downtowner Boulevard and
3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 5, 2023**, a public hearing will be held on the **2nd** day of **January, 2024** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on September 7, 2000 to allow multiple buildings on a single building site on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on September 1, 2023 to remove a lot from a previously approved Planned Unit Development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;

2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

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

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on September 7, 2000. The owner of said property has applied for a major modification of the PUD to remove a lot from a previously approved PUD. If approved, the major modification will remove a lot from a previously approved PUD subject to the following proposed conditions: 1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development; 2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications; 3. Retention of the building sizes in square feet on the final PUD site plan; 4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

# THE CITY OF MOBILE, ALABAMA

## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 5, 2023 considered the request of McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to remove a lot from a previously approved PUD for the property located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 21, 2023
REVISED

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

At it's meeting on October 5, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

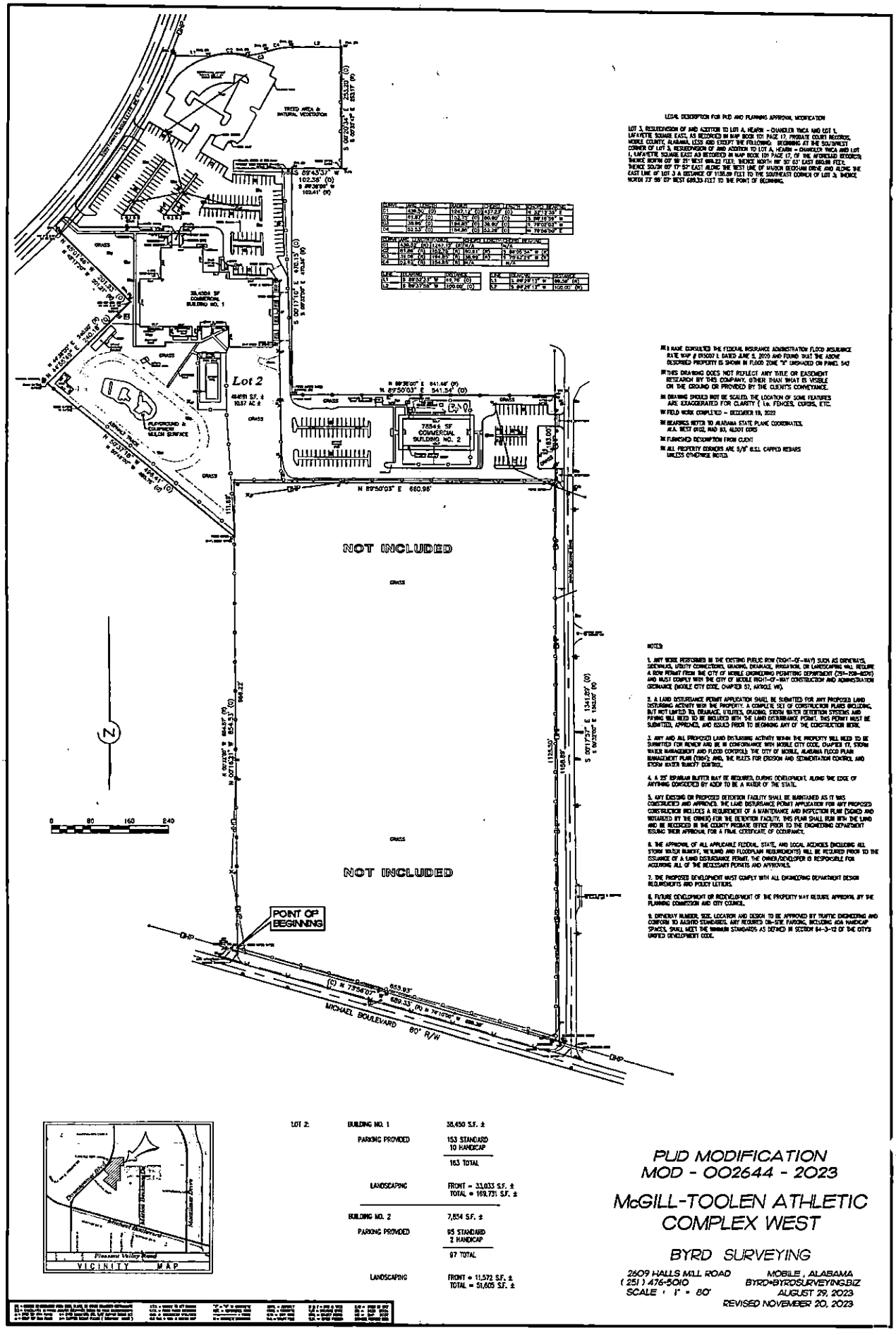
The advertising fee for this application based on the current legal description is $463.22. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

**MOBILE CITY PLANNING COMMISSION**
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director Long Range Planning


LEGAL DESCRIPTION FOR PUD AND PLANNING APPROVAL MODIFICATION
LOT 3, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 00' 21" WEST 694.82 FEET; THENCE NORTH 89° 50' 03" EAST 660.98 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1135.09 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.
Lot 2
48,691 S.F. ± 1.117 AC ±
38,450± SF COMMERCIAL BUILDING NO. 1
7,854± SF COMMERCIAL BUILDING NO. 2
PLAYGROUND & COLUMBINE MULCH SURFACE
TREED AREA & NATURAL VEGETATION
GRASS
N 89°50'03" E 660.98'
NOT INCLUDED
NOT INCLUDED
POINT OF BEGINNING
MICHAEL BOULEVARD
80' R/W
N
0 80 160 240
NOTES:
1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' REPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYWHERE CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FLOODAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.
VICINITY MAP
Dauphin Street
Hillcrest Road
Montlimar Drive
Pleasant Valley Road
LOT 2: BUILDING NO. 1 38,450 S.F. ±
PARKING PROVIDED 153 STANDARD 10 HANDICAP 163 TOTAL
LANDSCAPING FRONT = 33,033 S.F. ± TOTAL = 169,731 S.F. ±
BUILDING NO. 2 7,854 S.F. ±
PARKING PROVIDED 95 STANDARD 2 HANDICAP 97 TOTAL
LANDSCAPING FRONT = 11,572 S.F. ± TOTAL = 51,605 S.F. ±
PUD MODIFICATION
MOD - 002644 - 2023
McGILL-TOOLEN ATHLETIC COMPLEX WEST
BYRD SURVEYING
2609 HALLS MILL ROAD MOBILE, ALABAMA
( 251 ) 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 80' AUGUST 29, 2023
REVISED NOVEMBER 20, 2023

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 6, 2023

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $423.32. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

**MOBILE CITY PLANNING COMMISSION**
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director Long Range Planning

**MOBILE CITY PLANNING COMMISSION**
**September 15, 2023**
**PUBLIC HEARING NOTICE**

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m. to consider your above referenced application.

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

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

**MOBILE CITY PLANNING COMMISSION**
**September 15, 2023**
**PUBLIC HEARING NOTICE**

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

# Planning Commission Application

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

**Fees**

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

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

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

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

---

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☑ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

| | Applicant | Agent (If Applicable) |
|---|---|---|
| Name: | KARI GIVENS | |
| Firm: | BYRD SURVEYING | |
| Phone: | 251-476-5010 | |
| Email: | byrd@byrdsurveying.biz | |
| Address: | 2609 HALLS MILL ROAD | |

| | Owner | Design Professional |
|---|---|---|
| Name: | MCGILL-TOOLEN CATHOLIC HIGH SCHOOL | |
| Firm: | | |
| Phone: | 251-445-2900 | |
| Email: | | |
| Address: | 356 GOVERNMENT STREET, MOBILE 36602 | |

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

3655 MARION BECKHAM DRIVE & 951 DOWNTOWNER BOULEVARD
Property Address

1,167,255 SF
Property Area (acres or square feet)

#00556863#00559611#02110646#00558809#00556829
Parcel Number(s) or Key Number(s)

B-1
Present Zoning or Transect District

N/A
Proposed Zoning or Transect District (if applicable)

**3. NEIGHBORHOOD MEETING** Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

Owner Signature PRESIDENT — Date 9/1/2023

Kani P. Given — Applicant or Agent Signature (if applicable) — Date 8/30/2023

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

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

Kani P. Given — Applicant or Agent Signature — Date 8/30/2023

# CHECKLIST D

# Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

---

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

☒ Planning Commission Application

☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS PROPOSAL SHOULD NOT AFFECT THE COMPREHENSIVE PLAN SINCE WE ARE ONLY SEPARATING PROPERTY INTO TWO LOTS.

   CAT - PARKS & OPEN SPACE
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THERE ARE NO CHANGES PLANNED FOR THE BUILDINGS, PARKING, OR USE, THEREFORE THIS PROPOSAL SHOULD NOT AFFECT THE SURROUNDING NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   IT SHOULD NOT AFFECT THE ADJACENT PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
BUILDING 1 IS APPROXIMATELY 28' TALL. BUILDING 2 IS APPROXIMATELY 16' TALL.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
AS SHOWN ON PLAT.

☐ Lighting:
AS SHOWN ON PLAT.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
N/A

## CONTACT INFORMATION and SIGNATURES – for online applications
## Mobile City Planning Commission and Board of Zoning Adjustment

**APPLICANT(S)**

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/30/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

| | |
|---|---|
| Type name: | KARI P. GIVENS |
| Business Name: | BYRD SURVEYING, INC. |
| Address: | 2609 HALLS MILL ROAD |
| | |
| City, State, Zip Code: | MOBILE, ALABAMA 36606 |
| Telephone: 251-476-5010 | Email: |

**PROPERTY OWNER(S)**

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: [signature] Date: 9/1/2023

PRESIDENT

| | |
|---|---|
| Type name: | MCGILL-TOOLEN CATHOLIC HIGH SCHOOL |
| Business Name: | |
| Address: | 356 GOVERNMENT STREET |
| | |
| City, State, Zip Code: | MOBILE, AL 36602 |
| Telephone: 251-445-2900 | Email: |

**AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS**

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

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name: MCGILL-TOOLEN CATHOLIC HIGH SCHOOL

Use additional pages / copies of this form as needed.

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

DESCRIPTION AND JUSTIFICATION FOR PROPOSED "MCGILL-TOOLEN ATHLETIC COMPLEX WEST" MODIFIED PUD APPLICATION

THE OWNER IS SELLING PROPOSED LOT 2 AND WOULD LIKE TO RELEASE PROPOSED LOT 1 FROM THE EXISTING PUD.

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

McGill-Toolen Catholic High School
356 Government Street
Mobile, AL 36602

City of Mobile
Office of City Clerk
205 Government Street
Mobile, AL 36644

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Terre des Petits-Enfants, LLC
955 Downtowner Blvd.
Mobile, AL 36609

LSG Lafayette Square, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue
Lakewood, NJ 08701

Pine Bend & Hamptons Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue #1
Lakewood, NJ 08701

Davis Family Investment, LLC
1908 Twin Oaks Court
Mobile, AL 36695

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

JWO Investments, LLC
3755 Professional Pkwy, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

TSCAD, LLC
c/o Black Dog Investments, LLC
15997 Scenic Highway 98
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36604

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609

Efren B. Bardos
3610 Heritage Drive N.
Mobile, AL 36609

Reese & Amanda Grayson
3612 Heritage Drive N.
Mobile, AL 36609

Kenneth & Rebecca Anderson
3614 Heritage Drive N.
Mobile, AL 36609

Lan Phuong Nguyen
6063 Southbend Drive S.
Mobile, AL 36619

Tracy E. Lee
3618 Heritage Drive N.
Mobile, AL 36609

Dennis & Sandretta Butler, Jr.
3620 Heritage Drive N.
Mobile, AL 36609

Chester Thomas
3622 Heritage Drive N.
Mobile, AL 36609

Hoang Bui & Linda La
13212 Bowen Street
Garden Grove, CA 92843

Emanuel King, Jr.
3800 Cypress Shores Drive N.
Mobile, AL 36619

Willie G. Demings
3628 N. Heritage Drive
Mobile, AL 36609

Chantel M. Crum
3650 N. Heritage Drive
Mobile, AL 36609

A & D Properties, LLC
8781 Three Notch Road
Mobile, AL 36619

Cheryl E. McGee
3656 Heritage Drive N.
Mobile, AL 36609

Angela Gibbs
3750 Heritage Drive N.
Mobile, AL 36609

Andrew Kammer
3752 N. Heritage Drive
Mobile, AL 36609

Keysha & Jimmie Marshall
3754 Heritage Drive N.
Mobile, AL 36609

# Agenda Item #: 6

## SUB-002643-2023, MOD-002644-2023 & MOD-002646-2023

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

**Applicant Materials for Consideration – Subdivision**

**Applicant Materials for Consideration – Planned Unit Development Modification**

**Applicant Materials for Consideration – Planning Approval Modification**

## DETAILS

**Location:**
951 Downtowner Boulevard & 3655 Marion Beckham Drive

**Applicant / Agent:**
Kari Givens, Byrd Surveying, Inc.

**Property Owner:**
McGill-Toolen Catholic High School

**Current Zoning:**
B-1, Buffer Business Suburban District

**Future Land Use:**
Mixed Commercial Corridor & Parks and Open Space

**Applicable Codes, Policies, and Plans:**
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

**Schedule for Development:**
- N/A

**Proposal:**
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

**Considerations:**
1. Subdivision proposal with eleven (11) conditions;
2. Modification of a previously approved Planned Unit Development with seven (7) conditions; and
3. Modification of a previously approved Planning Approval with seven (7) conditions.

**Report Contents:** **Page**

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Site History ..... 3
Staff Comments ..... 3
Commission Considerations ..... 5
Exhibits ..... 8

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

## SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

## STAFF COMMENTS

### Engineering Comments:

**Subdivision**

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #76) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 88,500 sf.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

**Planned Unit Development Modification (MOD-002644-2023)**

1. Retain NOTES #1 - #7, as shown on the PUD APPLICATION drawing.

**Planning Approval Modification (MOD-002646-2023)**

No comments.

## Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

## Urban Forestry Comments:

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

## Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

## Planning Comments:

**Subdivision**

The purpose of the subdivision request is to subdivide one (1) legal lot of record into two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lot 1 has frontage along Michael Boulevard, a Major Collector Street requiring a 100-foot right-of-way, and Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot right-of-way. The preliminary plat depicts an 80-foot right-of-way along Michael Boulevard and a 50-foot right-of-way along Marion Beckham Drive. At the time of the 1998 and 2003 subdivision applications, dedication was not required along either street. With this application, the Commission may again consider any dedication requirements.

If approved, the Final Plat should be revised to illustrate dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations.

Proposed Lot 2 has frontage along Downtowner Boulevard, a Minor Arterial street with curb and gutter and an 80-foot right-of-way at this location. The preliminary plat depicts sufficient right-of-way; therefore, no additional dedication should be required.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard, Marion Beckham Road, and Michael Boulevard, in compliance with Article 2 Section 64-2-10.E. of the UDC. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on proposed Lot 2. As such, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

**Planned Unit Development and Planning Approval Modifications**

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. Detailed descriptions of both requests are available at via the links on page 1 of this report. In summary there are no proposed physical modifications to the PUD or Planning Approval site; the applicant is simply amending the most recently approved Subdivision, PUD and Planning Approval to remove a portion of the property, proposed Lot 1, from the PUD and Planning Approval.

The site plans reflect the changes proposed by the Subdivision request, and illustrate that proposed Lot 1 is undeveloped while proposed Lot 2 is developed with multiple buildings associated with the use of the property as a community services and day care facility. If approved, the PUD and Planning Approval site plans should be revised to remove Lot 1 and only depict Lot 2.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final PUD and Planning Approval site plans for Lot 2, if approved, adjusted for any required dedication.

The rights-of-way for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final PUD and Planning Approval site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of proposed Lot 2 may require additional modifications of the PUD and Planning Approval to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved. Proposed Lot 1 is subject to full compliance with the development standards of the UDC.

## SUBDIVISION CONSIDERATIONS

### Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

### Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Revision of the plat to illustrate dedication sufficient to provide 50 feet from the centerline of Michael Boulevard;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road;
3. Dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations;
4. Retention of the right-of-way width along Downtowner Boulevard;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
6. Retention of the 25-foot minimum building setback line along Downtowner Boulevard, Michael Boulevard, and Marion Beckham Road, as required by Section 64-2-10.E. of the Unified Development Code, adjusted for any dedication;
7. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

## PLANNED UNIT DEVELOPMENT / PLANNING APPROVAL MODIFICATION CONSIDERATIONS

### Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

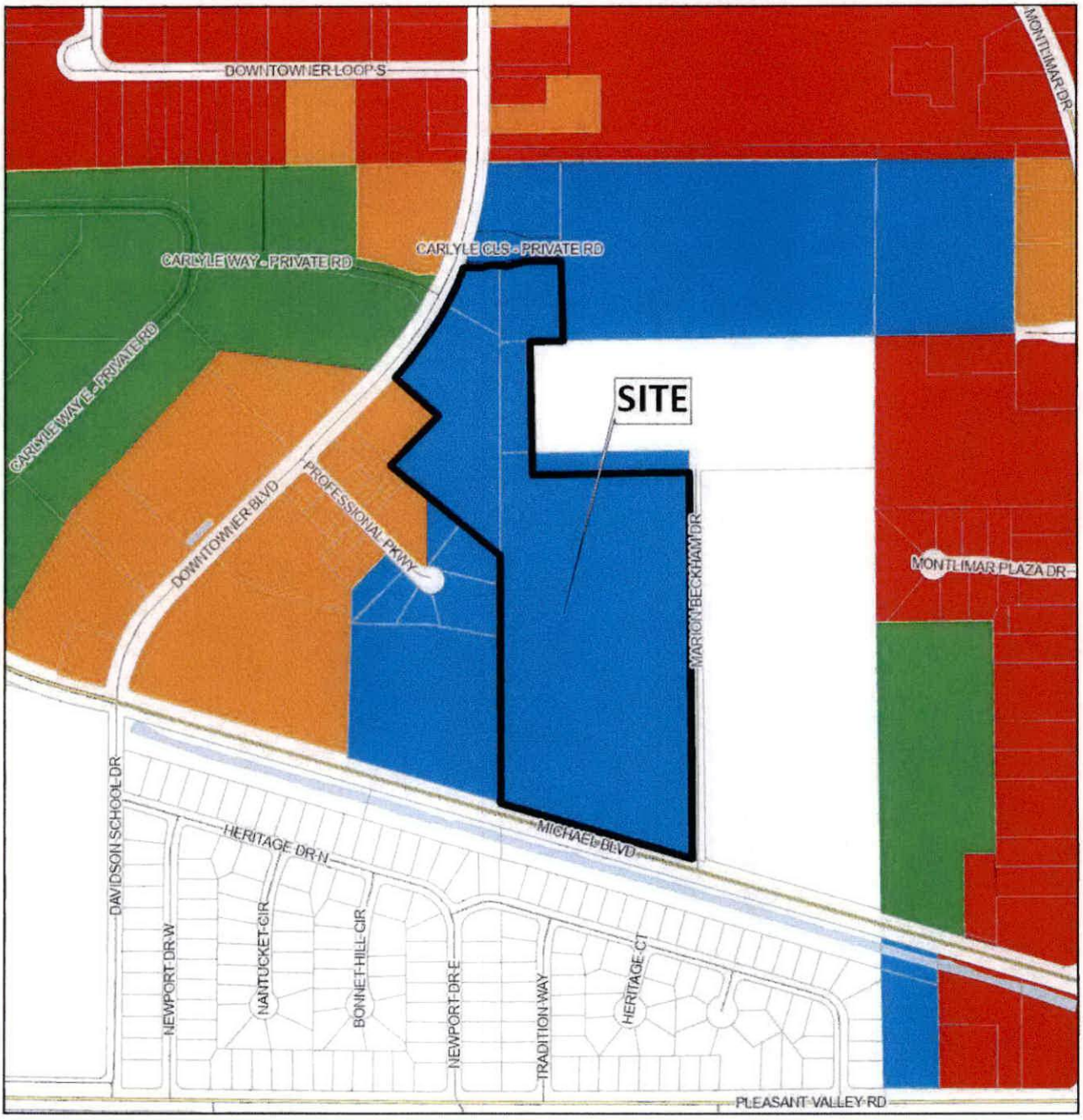
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

## Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Revision of the final Planned Unit Development (PUD) and Planning Approval site plans to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD and Planning Approval site plans;
4. Retention of the rights-of-way along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD and Planning Approval site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




APPLICATION NUMBER 6 DATE October 5, 2023

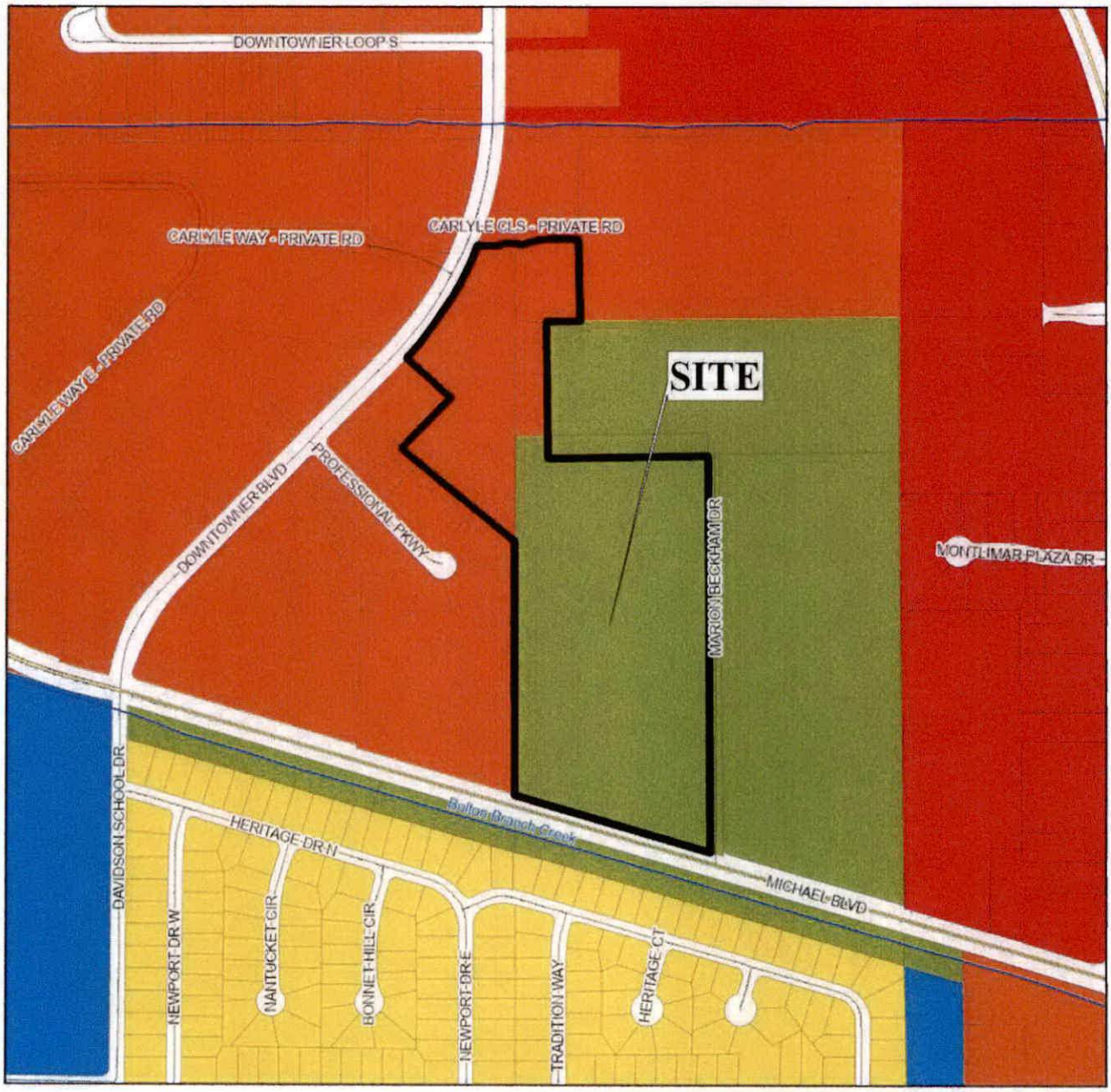
APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

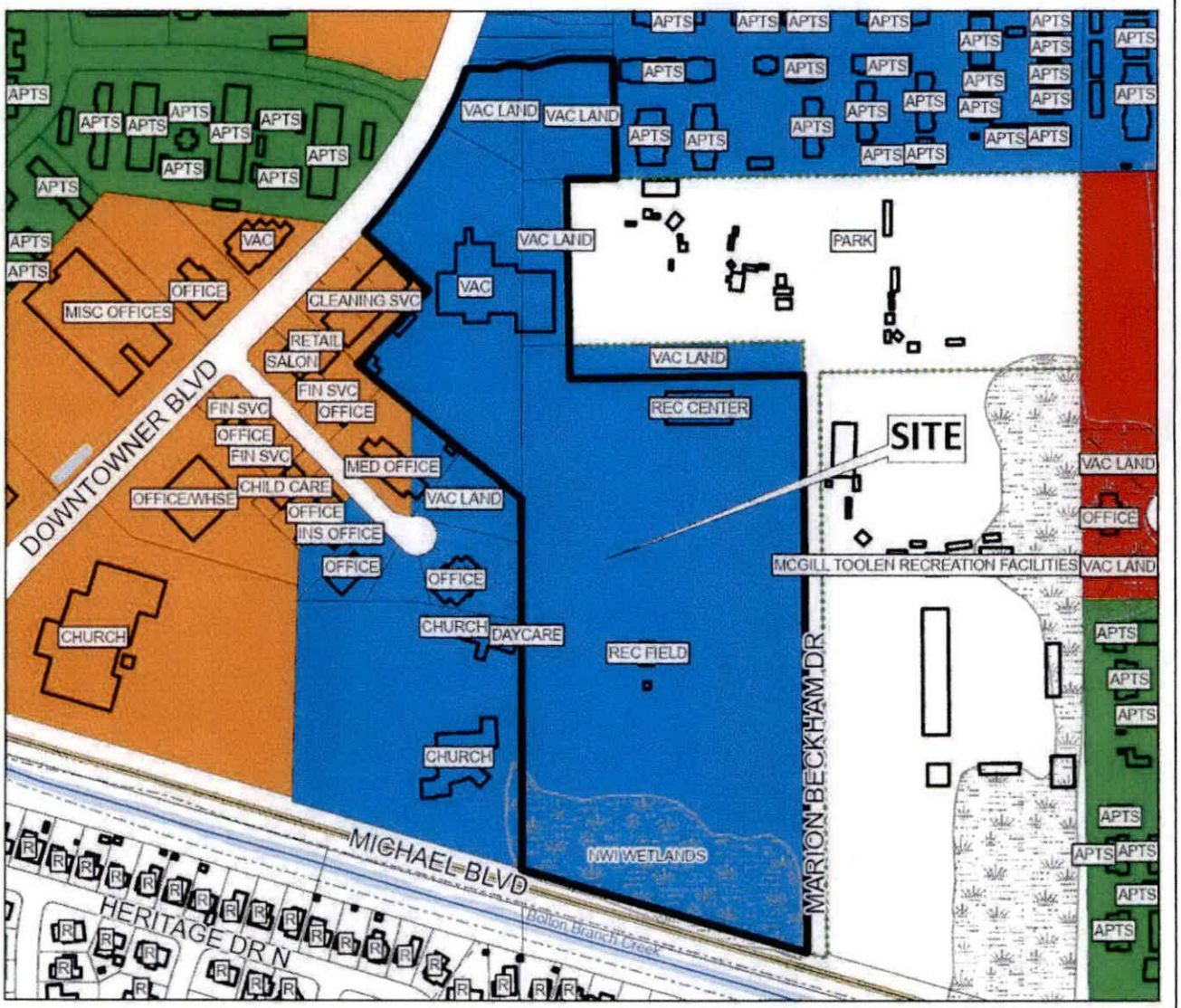
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

# PLANNING COMMISSION
# VICINITY MAP - EXISTING ZONING




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

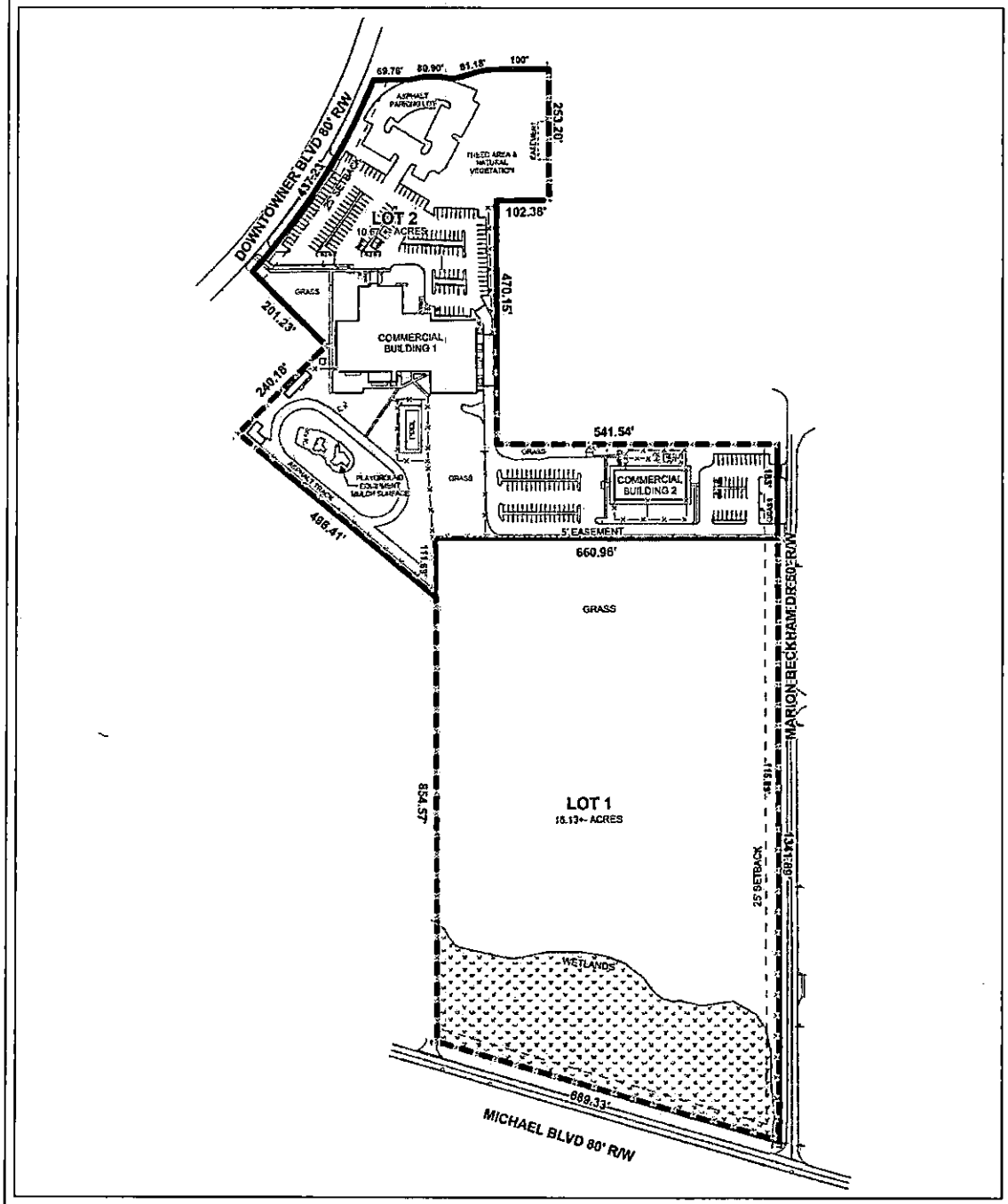
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

# SITE PLAN




The site plan illustrates the proposed lots, buildings, parking, setbacks, and easements.

| | | | |
|---|---|---|---|
| APPLICATION NUMBER | 6 | DATE | October 5, 2023 |
| APPLICANT | McGill-Toolen Athletic Complex West Subdivision | | |
| REQUEST | Subdivision, PUD Modification, PA Modification | | |

N

NTS

| ZONING DISTRICT CORRESPONDENCE MATRIX | | LOW DENSITY RESIDENTIAL (LDR) | MIXED DENSITY RESIDENTIAL (MXDR) | DOWNTOWN (DT) | DISTRICT CENTER (DC) | NEIGHBORHOOD CENTER - TRADITIONAL (NC-T) | NEIGHBORHOOD CENTER - SUBURBAN (NC-S) | TRADITIONAL CORRIDOR (TC) | MIXED COMMERCIAL CORRIDOR (MCC) | LIGHT INDUSTRIAL (LI) | HEAVY INDUSTRY (HI) | INSTITUTIONAL LAND USE (INS) | PARKS & OPEN SPACE (POS) | DOWNTOWN WATERFRONT (DW) | WATER DEPENDENT USES (WDWRU) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESIDENTIAL - AG | R-A | | | | | | | | | | | | □ | | |
| ONE-FAMILY RESIDENCE | R-1 | ■ | | | | ■ | | ■ | | | | | □ | | |
| TWO-FAMILY RESIDENCE | R-2 | ■ | | | | ■ | | ■ | | | | | □ | ○ | |
| MULTIPLE-FAMILY | R-3 | ○ | ■ | | | ■ | ■ | | | | | | □ | ○ | |
| RESIDENTIAL-BUSINESS | R-B | | ○ | | | ■ | | ■ | | | | | □ | ○ | |
| TRANSITIONAL-BUSINESS | T-B | | ○ | | ■ | ■ | ■ | ■ | | | | | □ | | |
| HISTORIC BUSINESS | H-B | | | ■ | | ■ | | ■ | | | | | □ | | |
| VILLAGE CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. GENERAL | TCD | | | | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-6 | | | ■ | | | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.1 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.2 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-4 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-3 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | SD-WH | | | | | | | | | ○ | ○ | | □ | | |
| DOWNTOWN DEV. DD | SD | ○ | ○ | ○ | ○ | ○ | ○ | ○ | | ○ | ○ | | □ | | |
| BUFFER BUSINESS | B-1 | | □ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| NEIGH. BUSINESS | B-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| LIMITED BUSINESS | LB-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| COMMUNITY BUSINESS | B-3 | | | | ■ | | | | ■ | | | ○ | □ | ○ | |
| GEN. BUSINESS | B-4 | | | ■ | | | | | ■ | | | ○ | □ | ○ | |
| OFFICE-DISTRIBUTION | B-5 | | | | | | | | ■ | ■ | | | □ | □ | |
| LIGHT INDUSTRY | I-1 | | | | | | | | | ■ | | | □ | □ | □ |
| HEAVY INDUSTRY | I-2 | | | | | | | | | | ■ | | □ | | □ |

**Zoning District Correspondence Matrix**

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

## MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

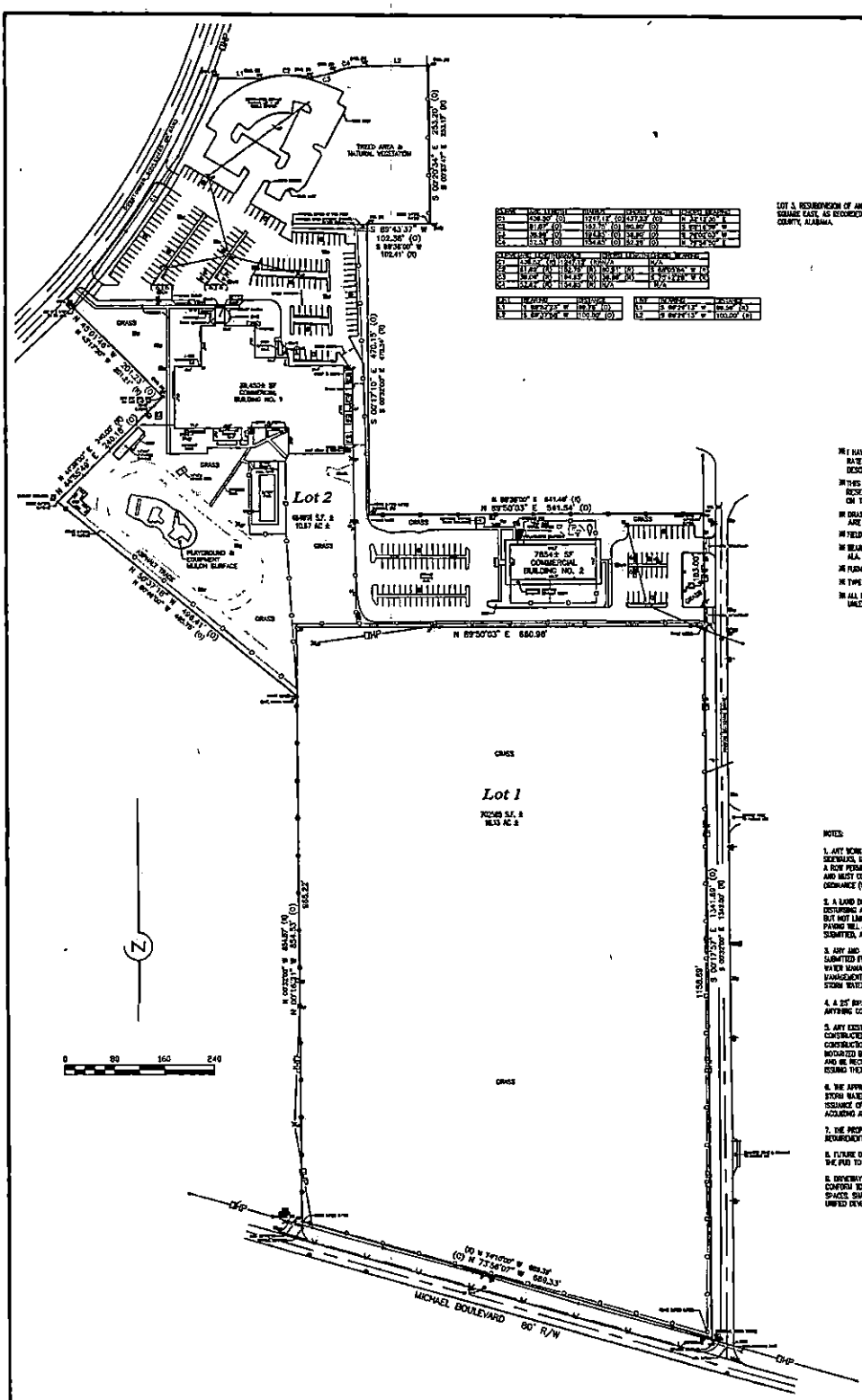
This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

# Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.




LEGAL DESCRIPTION FOR PUD

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 100 PAGE 12, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 015037 I, DATED JUNE 6, 2529 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 542

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.

DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY ( i.e. FENCES, CURBS, ETC.

FIELD WORK COMPLETED – DECEMBER 19, 2022

BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, ALA. WEST 0102, NAD 83, ALDOT CORS

FURNISHED DESCRIPTION FROM CLIENT

TYPE OF SURVEY – PUD

ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, EROSION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND TO BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A RESUBMITTAL OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

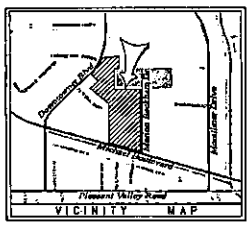
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL MODIFICATION OF THE PUD TO BE APPROVED BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS OUTLINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

| | | |
|---|---|---|
| LOT 1: | VACANT | 702,585 S.F. ± |
| LOT 2: | BUILDING NO. 1 | 38,450 S.F. ± |
| | PARKING PROVIDED | 153 STANDARD<br>10 HANDICAP<br>163 TOTAL |
| | LANDSCAPING | FRONT = 33,033 S.F. ±<br>TOTAL = 169,731 S.F. ± |
| | BUILDING NO. 2 | 7,854 S.F. ± |
| | PARKING PROVIDED | 95 STANDARD<br>2 HANDICAP<br>97 TOTAL |
| | LANDSCAPING | FRONT = 11,572 S.F. ±<br>TOTAL = 51,605 S.F. ± |




# McGILL-TOOLEN ATHLETIC COMPLEX WEST

BYRD SURVEYING

2609 HALLS MILL ROAD
( 251 ) 476-5010
SCALE • 1" = 80'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
AUGUST 29, 2023

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 11/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/30/2023 - 2:32 PM |

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planning Approval
located at 951 Downtowner Boulevard and
3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 5, 2023**, a public hearing will be held on the **2nd** day of **January, 2024** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on September 7, 2000 to allow the expansion of an existing health club/fitness center in a B-1, Buffer Business district on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 1, 2023 to remove a lot from a previously approved Planning Approval.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;

3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

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

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

The proposed amendment will modify a Planning Approval that was approved for said location on September 7, 2000. The owner of said property has applied for a Major Modification of the Planning Approval to remove a lot from a previously approved Planning Approval. If approved, the Major Modification will remove a lot from a previously approved Planning Approval subject to the following proposed conditions: 1. Revision of the final Planning Approval site plan to remove Lot 1 from the development; 2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications; 3. Retention of the building sizes in square feet on the final Planning Approval site plan; 4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

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

WHEREAS, a Planning Approval was approved on September 7; 2000 to allow the expansion of an existing health club/fitness center in a B-1, Buffer Business district on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 1, 2023 to remove a lot from a previously approved Planning Approval.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

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

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

**Lisa Lambert, City Clerk**

**McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent)**
**951 Downtowner Boulevard and 3655 Marion Beckham Drive**
**Council District 5**
**Joel Daves**

# THE CITY OF MOBILE, ALABAMA

## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 5, 2023 considered the request of McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent), for a Major Modification of a previously approved Planning Approval to remove a lot from a previously approved Planning Approval for the property located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 21, 2023
REVISED

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

At its meeting on October 5, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

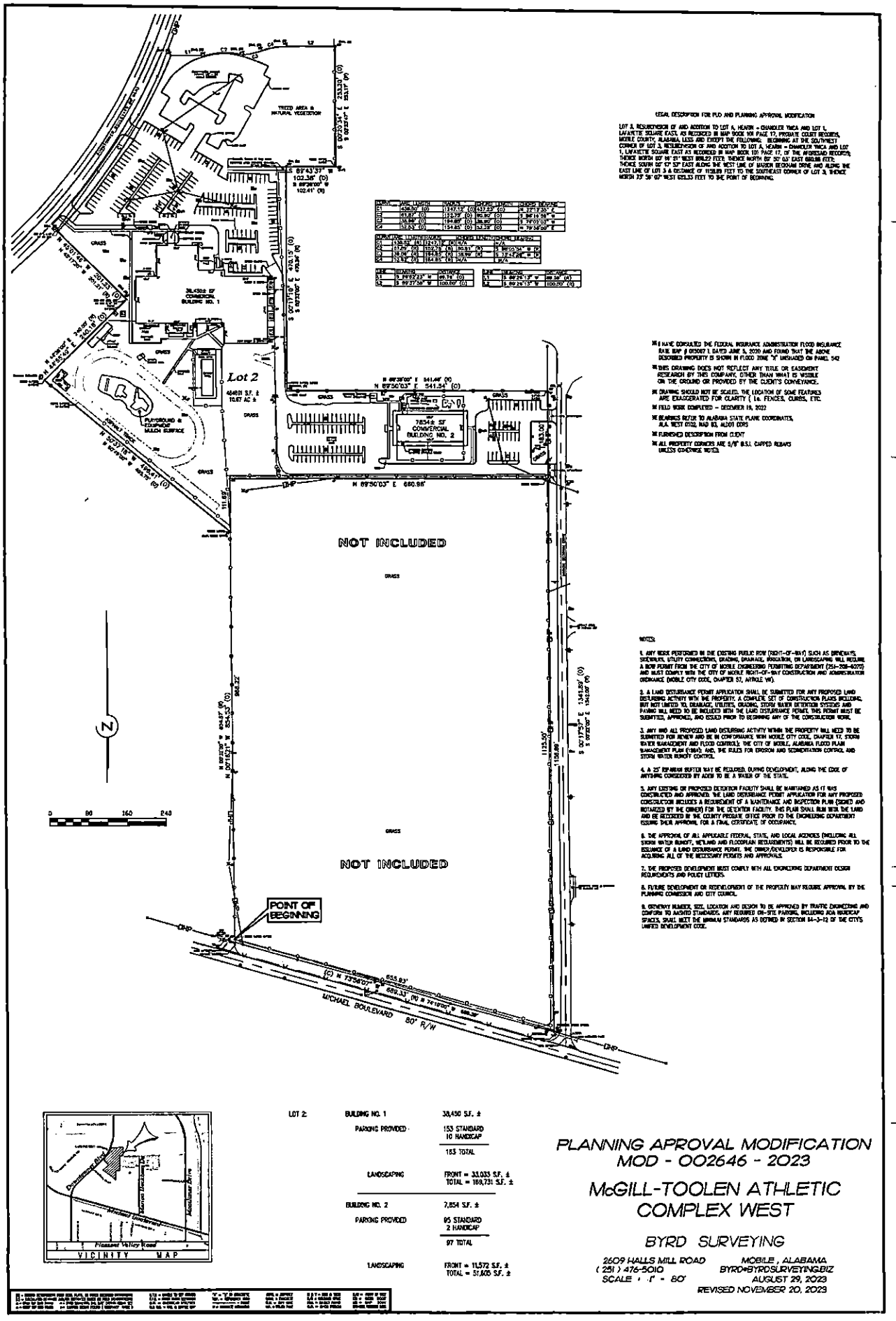
The advertising fee for this application based on the current legal description is $463.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

**MOBILE CITY PLANNING COMMISSION**
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director Long Range Planning


LEGAL DESCRIPTION FOR PUD AND PLANNING APPROVAL MODIFICATION
LOT 2, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AMD ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 19' 21" WEST 898.27 FEET; THENCE NORTH 89° 50' 03" EAST 680.98 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKMAN DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 915.15 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 625.53 FEET TO THE POINT OF BEGINNING.
Lot 2
484611 S.F. ±
10.97 AC ±
7854 ± SF COMMERCIAL BUILDING NO. 2
BUILDING OF COMMERCIAL BUILDING NO. 1
PLAYGROUND & EQUIPMENT MULCH SURFACE
TREED AREA & NATURAL VEGETATION
NOT INCLUDED
NOT INCLUDED
POINT OF BEGINNING
MICHAEL BOULEVARD 80' R/W
N 89°50'03" E 680.98'
N 89°50'03" E 541.44' (M)
S 89°43'37" W 102.38' (D) S 89°39'00" W 102.41' (M)
S 00°19'10" E 915.15' (D)
S 00°17'57" E 1345.89' (D)
N 00°19'10" W 894.45' (D)
N 00°19'10" W 898.22'
1125.55'
1156.99'
(C) N 73°56'07" W 625.53'
(D) N 74°19'00" W 599.33'
(M) N 74°19'00" W 599.39'
CHP
CHP
GRASS
N
0 80 160 240
VICINITY MAP
Dauphin Street
Airport Boulevard
Halls Mill Road
Marion Beckman Drive
Azalea Road
Pleasant Valley Road
NOTES:
1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' ESTUARIAN BUFFER MAY BE REQUIRED DURING DEVELOPMENT, ALONG THE EDGE OF ANY WETLAND CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED BY THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
9. SIGNAGE NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.
I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01500F I, DATED JUNE 3, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 542
THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
THIS DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY ( i.e. FENCES, CURBS, ETC.
FIELD WORK COMPLETED - DECEMBER 19, 2022
BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, W.A. WEST 0102, NAD 83, ALGOI GEOID
FURNISHED DESCRIPTION FROM CLIENT
ALL PROPERTY CORNERS ARE 5/8" R.B.I. CAPPED REBARS UNLESS OTHERWISE NOTED.
LOT 2: BUILDING NO. 1 38,450 S.F. ±
PARKING PROVIDED: 153 STANDARD, 10 HANDICAP, 163 TOTAL
LANDSCAPING: FRONT = 33,035 S.F. ±, TOTAL = 169,731 S.F. ±
BUILDING NO. 2 7,854 S.F. ±
PARKING PROVIDED: 95 STANDARD, 2 HANDICAP, 97 TOTAL
LANDSCAPING: FRONT = 11,572 S.F. ±, TOTAL = 51,605 S.F. ±
PLANNING APPROVAL MODIFICATION
MOD - 002646 - 2023
McGILL-TOOLEN ATHLETIC COMPLEX WEST
BYRD SURVEYING
2609 HALLS MILL ROAD
( 251 ) 476-5010
SCALE : 1" = 80'
MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
AUGUST 29, 2023
REVISED NOVEMBER 20, 2023

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 6, 2023

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $423.70. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

**MOBILE CITY PLANNING COMMISSION**
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director Long Range Planning

**MOBILE CITY PLANNING COMMISSION**
**September 15, 2023**
**PUBLIC HEARING NOTICE**

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planning Approval.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m. to consider your above referenced application.

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

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

**MOBILE CITY PLANNING COMMISSION**
**September 15, 2023**
**PUBLIC HEARING NOTICE**

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

# Planning Commission Application

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

**Fees**

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

---

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

| | Applicant | Agent (If Applicable) |
|---|---|---|
| Name: | KARI GIVENS | |
| Firm: | BYRD SURVEYING | |
| Phone: | 251-476-5010 | |
| Email: | byrd@byrdsurveying.biz | |
| Address: | 2609 HALLS MILL ROAD | |

| | Owner | Design Professional |
|---|---|---|
| Name: | MCGILL-TOOLEN CATHOLIC HIGH SCHOOL | |
| Firm: | | |
| Phone: | 251-445-2900 | |
| Email: | | |
| Address: | 356 GOVERNMENT STREET, MOBILE 36602 | |

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

3655 MARION BECKHAM DRIVE & 951 DOWNTOWNER BOULEVARD — Property Address

1,167,255 SF — Property Area (acres or square feet)

#00556883#00559611#02110646#00558809#00556829 — Parcel Number(s) or Key Number(s)

B-1 — Present Zoning or Transect District

N/A — Proposed Zoning or Transect District (if applicable)

**3. NEIGHBORHOOD MEETING** Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

Owner Signature PRESIDENT — Date 9/1/2023

Kani P Given — Applicant or Agent Signature (if applicable) — Date 8/30/2023

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

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

Kani P. Given — Applicant or Agent Signature — Date 8/30/2023

# CHECKLIST D

# Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS PROPOSAL SHOULD NOT AFFECT THE COMPREHENSIVE PLAN SINCE WE ARE ONLY SEPARATING PROPERTY INTO TWO LOTS.

   CAT - PARKS & OPEN SPACE
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THERE ARE NO CHANGES PLANNED FOR THE BUILDINGS, PARKING, OR USE, THEREFORE THIS PROPOSAL SHOULD NOT AFFECT THE SURROUNDING NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   IT SHOULD NOT AFFECT THE ADJACENT PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☒ Yes ☐ No

6. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   BUILDING 1 IS APPROXIMATELY 28' TALL. BUILDING 2 IS APPROXIMATELY 16' TALL.

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   AS SHOWN ON PLAT.

   ☐ Lighting:
   AS SHOWN ON PLAT.

   ☐ Hours of operation:

   ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   N/A

## CONTACT INFORMATION and SIGNATURES – for online applications
## Mobile City Planning Commission and Board of Zoning Adjustment

**APPLICANT(S)**

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/30/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

| | |
|---|---|
| Type name: | KARI P. GIVENS |
| Business Name: | BYRD SURVEYING, INC. |
| Address: | 2609 HALLS MILL ROAD |
| | |
| City, State, Zip Code: | MOBILE, ALABAMA 36606 |
| Telephone: | 251-476-5010 Email: |

**PROPERTY OWNER(S)**

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: [signature] Date: 9/1/2023
PRESIDENT

| | |
|---|---|
| Type name: | MCGILL-TOOLEN CATHOLIC HIGH SCHOOL |
| Business Name: | |
| Address: | 356 GOVERNMENT STREET |
| | |
| City, State, Zip Code: | MOBILE, AL 36602 |
| Telephone: | 251-445-2900 Email: |

**AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS**

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

Signature: [signature] Date: 9/1/2023
PRESIDENT

Type name: MCGILL-TOOLEN CATHOLIC HIGH SCHOOL

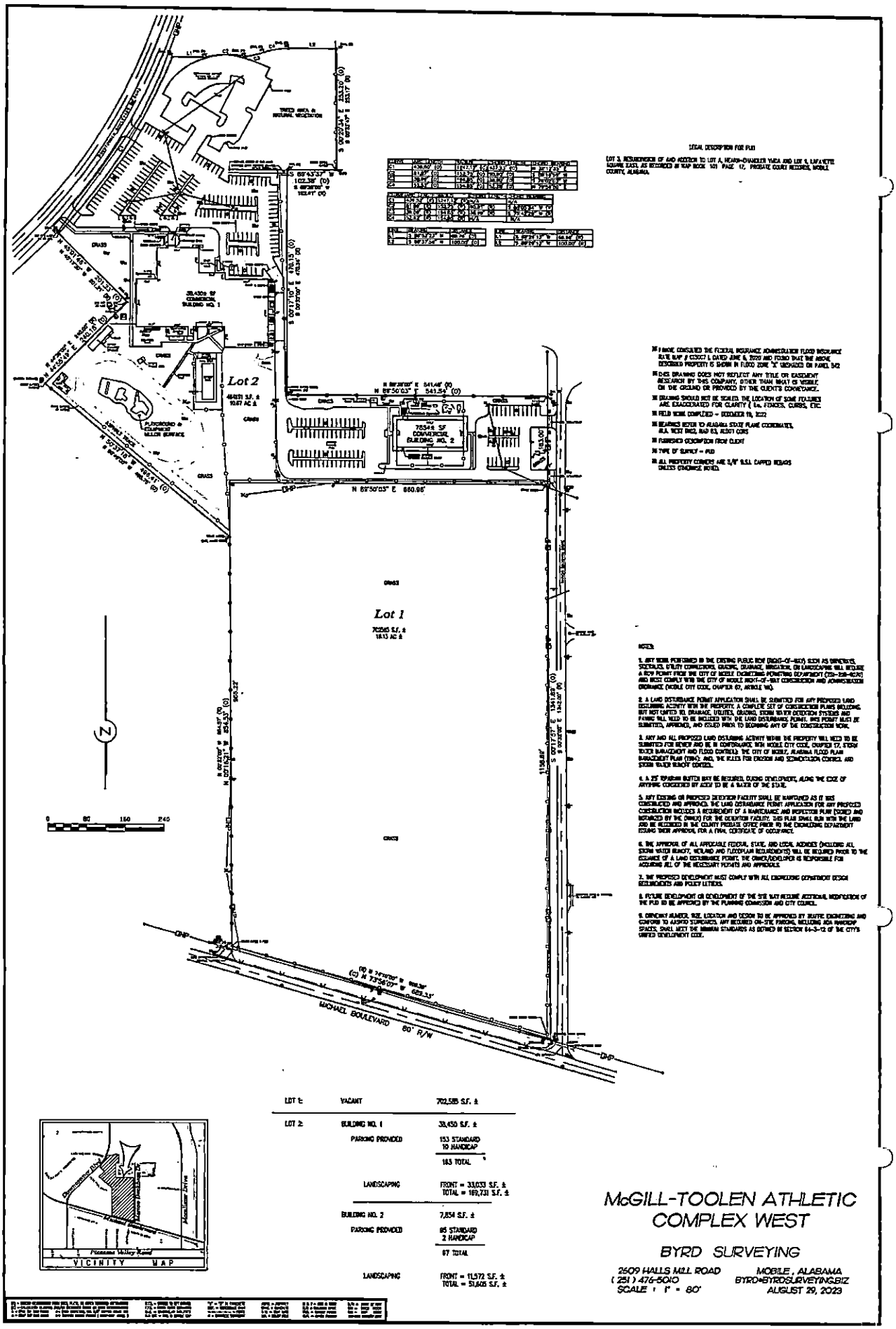
Use additional pages / copies of this form as needed.

P & Z - December 2017

DESCRIPTION AND JUSTIFICATION FOR PROPOSED "MCGILL-TOOLEN ATHLETIC COMPLEX WEST" MODIFIED PUD APPLICATION

THE OWNER IS SELLING PROPOSED LOT 2 AND WOULD LIKE TO RELEASE PROPOSED LOT 1 FROM THE EXISTING PLANNING APPROVAL.

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.







| | | |
|---|---|---|
| LOT 1: | VACANT | 702,585 S.F. ± |
| LOT 2: | BUILDING NO. 1 | 38,450 S.F. ± |
| | PARKING PROVIDED | 153 STANDARD<br>10 HANDICAP<br>163 TOTAL |
| | LANDSCAPING | FRONT = 33,033 S.F. ±<br>TOTAL = 169,731 S.F. ± |
| | BUILDING NO. 2 | 7,854 S.F. ± |
| | PARKING PROVIDED | 85 STANDARD<br>2 HANDICAP<br>87 TOTAL |
| | LANDSCAPING | FRONT = 11,572 S.F. ±<br>TOTAL = 51,605 S.F. ± |

LEGAL DESCRIPTION FOR PUD

LOT 2, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY), SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSERVATION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' SETBACK SHALL BE REQUIRED DURING DEVELOPMENT, ALONG THE EDGE OF ANYWHERE CONSIDERED BY ACOE TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A RECORDMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REGULATIONS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REGULATIONS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL MODIFICATION OF THE PUD TO BE APPROVED BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

# McGILL-TOOLEN ATHLETIC COMPLEX WEST

BYRD SURVEYING

2509 HALLS MILL ROAD
( 251 ) 476-5010
SCALE : 1" = 80'

MOBILE, ALABAMA
BYRD@BYRDSURVEYINGBIZ
AUGUST 29, 2023

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

McGill-Toolen Catholic High School
356 Government Street
Mobile, AL 36602

City of Mobile
Office of City Clerk
205 Government Street
Mobile, AL 36644

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Terre des Petits-Enfants, LLC
955 Downtowner Blvd.
Mobile, AL 36609

LSG Lafayette Square, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue
Lakewood, NJ 08701

Pine Bend & Hamptons Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue #1
Lakewood, NJ 08701

Davis Family Investment, LLC
1908 Twin Oaks Court
Mobile, AL 36695

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

JWO Investments, LLC
3755 Professional Pkwy, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

TSCAD, LLC
c/o Black Dog Investments, LLC
15997 Scenic Highway 98
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36604

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609

Efren B. Bardos
3610 Heritage Drive N.
Mobile, AL 36609

Reese & Amanda Grayson
3612 Heritage Drive N.
Mobile, AL 36609

Kenneth & Rebecca Anderson
3614 Heritage Drive N.
Mobile, AL 36609

Lan Phuong Nguyen
6063 Southbend Drive S.
Mobile, AL 36619

Tracy E. Lee
3618 Heritage Drive N.
Mobile, AL 36609

Dennis & Sandretta Butler, Jr.
3620 Heritage Drive N.
Mobile, AL 36609

Chester Thomas
3622 Heritage Drive N.
Mobile, AL 36609

Hoang Bui & Linda La
13212 Bowen Street
Garden Grove, CA 92843

Emanuel King, Jr.
3800 Cypress Shores Drive N.
Mobile, AL 36619

Willie G. Demings
3628 N. Heritage Drive
Mobile, AL 36609

Chantel M. Crum
3650 N. Heritage Drive
Mobile, AL 36609

A & D Properties, LLC
8781 Three Notch Road
Mobile, AL 36619

Cheryl E. McGee
3656 Heritage Drive N.
Mobile, AL 36609

Angela Gibbs
3750 Heritage Drive N.
Mobile, AL 36609

Andrew Kammer
3752 N. Heritage Drive
Mobile, AL 36609

Keysha & Jimmie Marshall
3754 Heritage Drive N.
Mobile, AL 36609

# Agenda Item #: 6

## SUB-002643-2023, MOD-002644-2023 & MOD-002646-2023

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

**Applicant Materials for Consideration – Subdivision**

**Applicant Materials for Consideration – Planned Unit Development Modification**

**Applicant Materials for Consideration – Planning Approval Modification**

## DETAILS

**Location:**
951 Downtowner Boulevard & 3655 Marion Beckham Drive

**Applicant / Agent:**
Kari Givens, Byrd Surveying, Inc.

**Property Owner:**
McGill-Toolen Catholic High School

**Current Zoning:**
B-1, Buffer Business Suburban District

**Future Land Use:**
Mixed Commercial Corridor & Parks and Open Space

**Applicable Codes, Policies, and Plans:**
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

**Schedule for Development:**
- N/A

**Proposal:**
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

**Considerations:**
1. Subdivision proposal with eleven (11) conditions;
2. Modification of a previously approved Planned Unit Development with seven (7) conditions; and
3. Modification of a previously approved Planning Approval with seven (7) conditions.

**Report Contents:** **Page**

Context Map ..... 2
Site History ..... 3
Staff Comments ..... 3
Commission Considerations ..... 5
Exhibits ..... 8

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by commercial and residential units.

| | |
|---|---|
| APPLICATION NUMBER 6 DATE October 5, 2023 | N |
| APPLICANT McGill-Toolen Athletic Complex West Subdivision | |
| REQUEST Subdivision, PUD Modification, PA Modification | NTS |

## SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

## STAFF COMMENTS

### Engineering Comments:

**Subdivision**

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #76) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 88,500 sf.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

**Planned Unit Development Modification (MOD-002644-2023)**

1. Retain NOTES #1 - #7, as shown on the PUD APPLICATION drawing.

**Planning Approval Modification (MOD-002646-2023)**

No comments.

## Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

## Urban Forestry Comments:

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

## Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

## Planning Comments:

**Subdivision**

The purpose of the subdivision request is to subdivide one (1) legal lot of record into two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lot 1 has frontage along Michael Boulevard, a Major Collector Street requiring a 100-foot right-of-way, and Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot right-of-way. The preliminary plat depicts an 80-foot right-of-way along Michael Boulevard and a 50-foot right-of-way along Marion Beckham Drive. At the time of the 1998 and 2003 subdivision applications, dedication was not required along either street. With this application, the Commission may again consider any dedication requirements.

If approved, the Final Plat should be revised to illustrate dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations.

Proposed Lot 2 has frontage along Downtowner Boulevard, a Minor Arterial street with curb and gutter and an 80-foot right-of-way at this location. The preliminary plat depicts sufficient right-of-way; therefore, no additional dedication should be required.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard, Marion Beckham Road, and Michael Boulevard, in compliance with Article 2 Section 64-2-10.E. of the UDC. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on proposed Lot 2. As such, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

**Planned Unit Development and Planning Approval Modifications**

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. Detailed descriptions of both requests are available at via the links on page 1 of this report. In summary there are no proposed physical modifications to the PUD or Planning Approval site; the applicant is simply amending the most recently approved Subdivision, PUD and Planning Approval to remove a portion of the property, proposed Lot 1, from the PUD and Planning Approval.

The site plans reflect the changes proposed by the Subdivision request, and illustrate that proposed Lot 1 is undeveloped while proposed Lot 2 is developed with multiple buildings associated with the use of the property as a community services and day care facility. If approved, the PUD and Planning Approval site plans should be revised to remove Lot 1 and only depict Lot 2.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final PUD and Planning Approval site plans for Lot 2, if approved, adjusted for any required dedication.

The rights-of-way for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final PUD and Planning Approval site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of proposed Lot 2 may require additional modifications of the PUD and Planning Approval to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved. Proposed Lot 1 is subject to full compliance with the development standards of the UDC.

## SUBDIVISION CONSIDERATIONS

### Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

### Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Revision of the plat to illustrate dedication sufficient to provide 50 feet from the centerline of Michael Boulevard;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road;
3. Dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations;
4. Retention of the right-of-way width along Downtowner Boulevard;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
6. Retention of the 25-foot minimum building setback line along Downtowner Boulevard, Michael Boulevard, and Marion Beckham Road, as required by Section 64-2-10.E. of the Unified Development Code, adjusted for any dedication;
7. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

## PLANNED UNIT DEVELOPMENT / PLANNING APPROVAL MODIFICATION CONSIDERATIONS

### Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

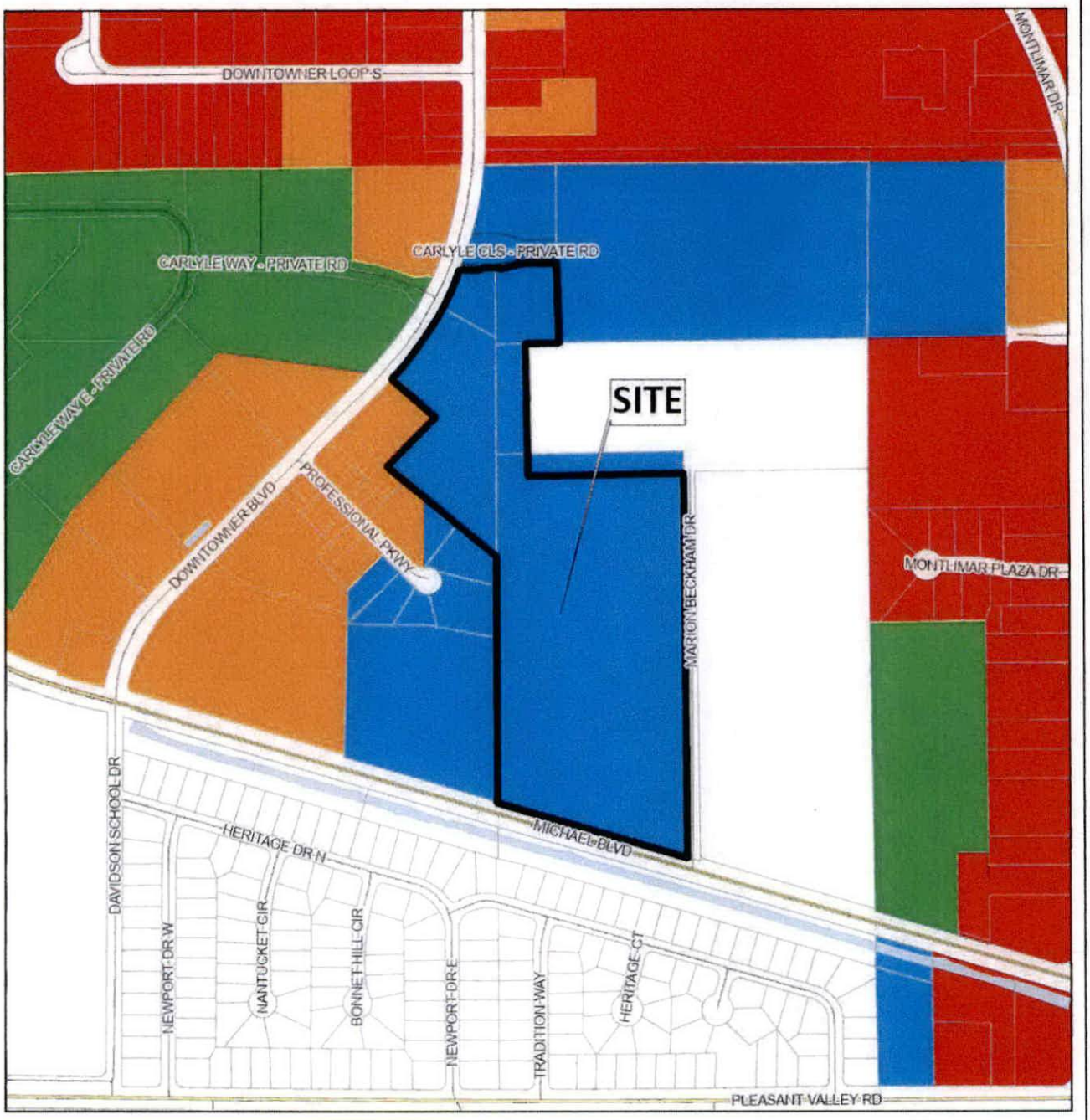
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

## Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Revision of the final Planned Unit Development (PUD) and Planning Approval site plans to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD and Planning Approval site plans;
4. Retention of the rights-of-way along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD and Planning Approval site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

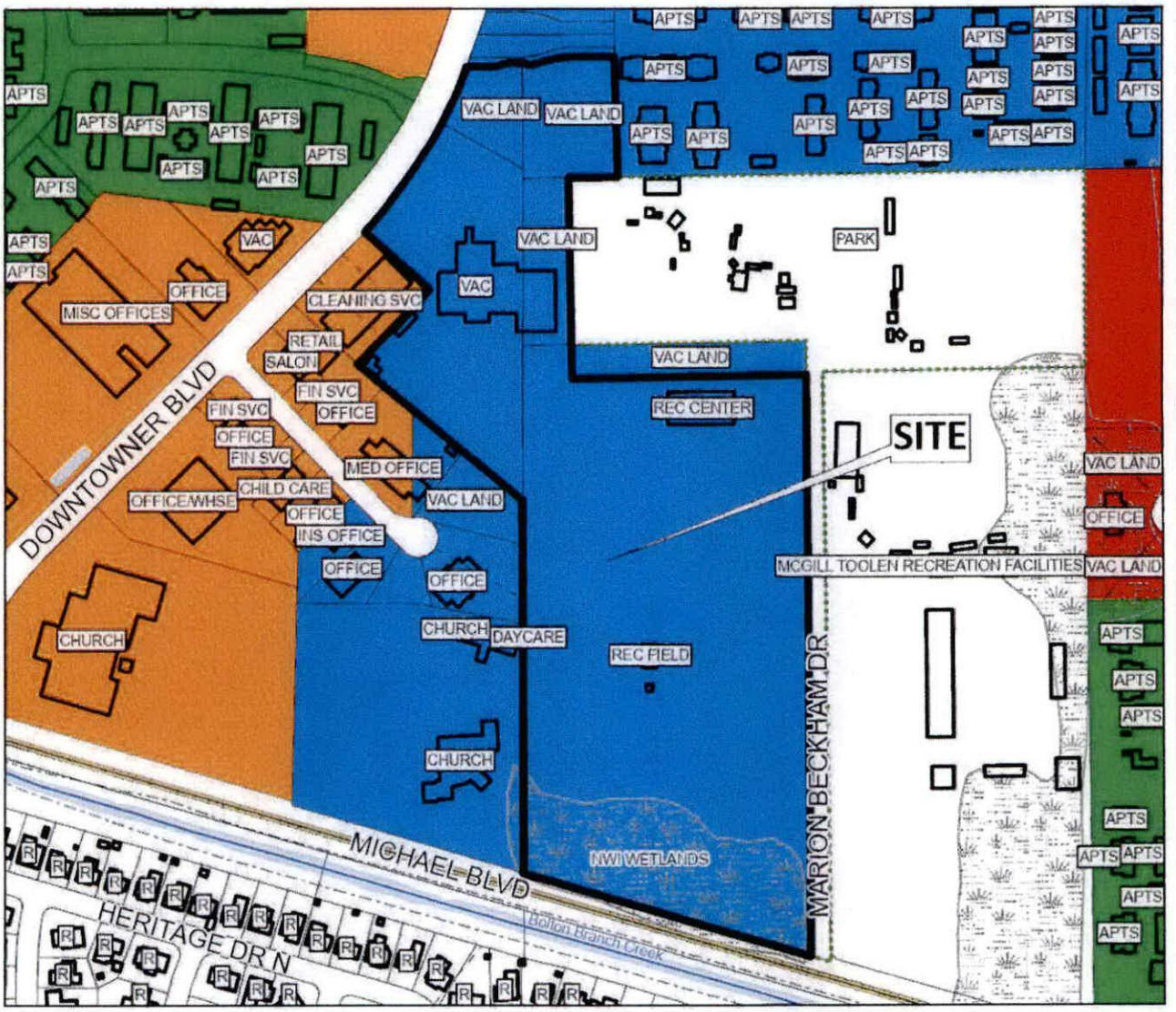
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

# PLANNING COMMISSION
# VICINITY MAP - EXISTING ZONING




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

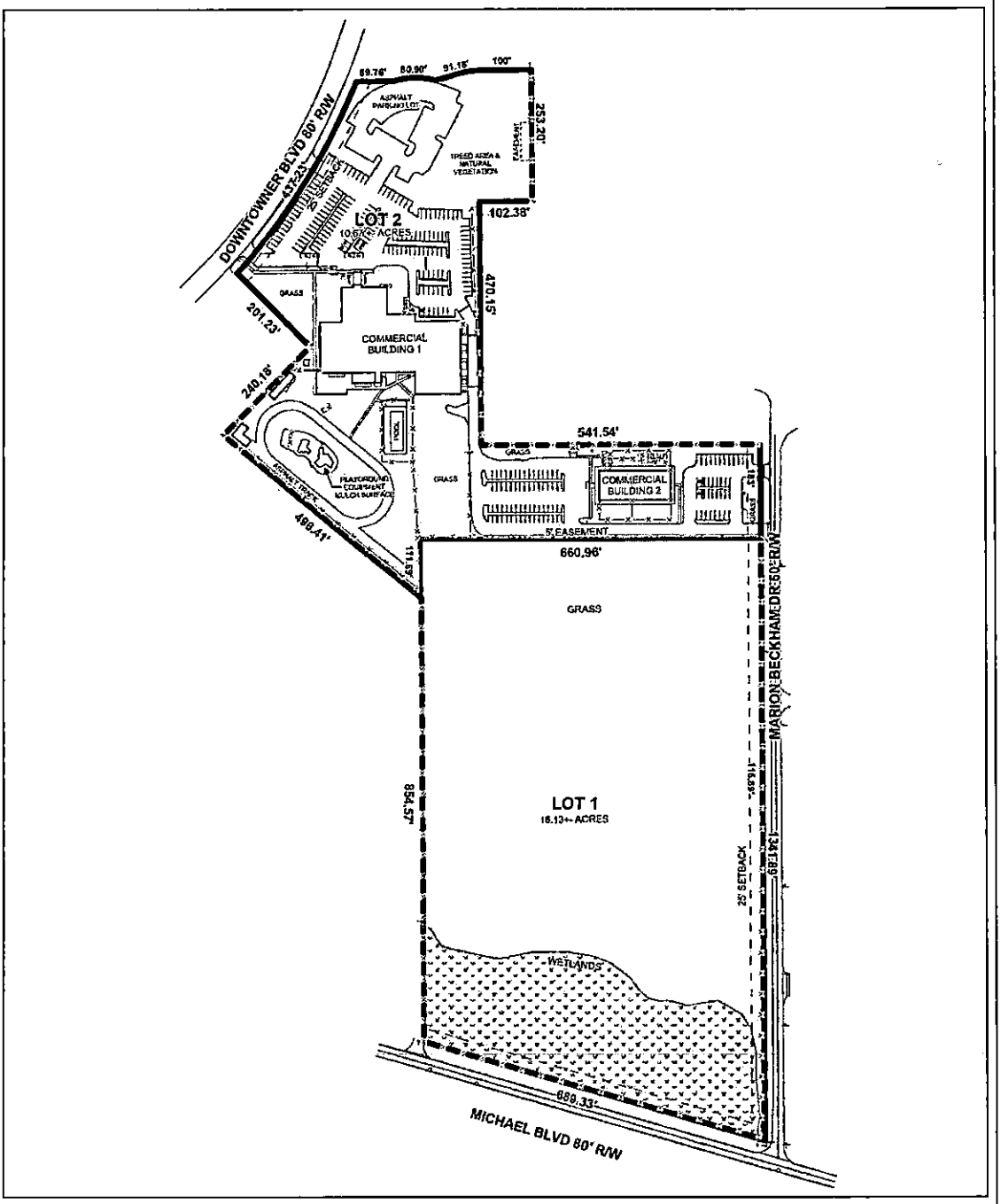
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

# SITE PLAN




The site plan illustrates the proposed lots, buildings, parking, setbacks, and easements.

| | | | |
|---|---|---|---|
| APPLICATION NUMBER | 6 | DATE | October 5, 2023 |
| APPLICANT | McGill-Toolen Athletic Complex West Subdivision | | |
| REQUEST | Subdivision, PUD Modification, PA Modification | | |

N

NTS

| ZONING DISTRICT CORRESPONDENCE MATRIX | | LOW DENSITY RESIDENTIAL (LDR) | MIXED DENSITY RESIDENTIAL (MXDR) | DOWNTOWN (DT) | DISTRICT CENTER (DC) | NEIGHBORHOOD CENTER - TRADITIONAL (NC-T) | NEIGHBORHOOD CENTER - SUBURBAN (NC-S) | TRADITIONAL CORRIDOR (TC) | MIXED COMMERCIAL CORRIDOR (MCC) | LIGHT INDUSTRIAL (LI) | HEAVY INDUSTRY (HI) | INSTITUTIONAL LAND USE (INS) | PARKS & OPEN SPACE (POS) | DOWNTOWN WATERFRONT (DW) | WATER DEPENDENT USES (WDW/RU) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESIDENTIAL - AG | R-A | | | | | | | | | | | | □ | | |
| ONE-FAMILY RESIDENCE | R-1 | ■ | | | | ■ | | ■ | | | | | □ | | |
| TWO-FAMILY RESIDENCE | R-2 | ■ | | | | ■ | | ■ | | | | | □ | ○ | |
| MULTIPLE-FAMILY | R-3 | ○ | ■ | | | ■ | ■ | | | | | | □ | ○ | |
| RESIDENTIAL-BUSINESS | R-B | | ○ | | | ■ | | ■ | | | | | □ | ○ | |
| TRANSITIONAL-BUSINESS | T-B | | ○ | | ■ | ■ | ■ | ■ | | | | | □ | | |
| HISTORIC BUSINESS | H-B | | | ■ | | ■ | | ■ | | | | | □ | | |
| VILLAGE CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. GENERAL | TCD | | | | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-6 | | | ■ | | | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.1 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.2 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-4 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-3 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | SD-WH | | | | | | | | | ○ | ○ | | □ | | |
| DOWNTOWN DEV. DD | SD | ○ | ○ | ○ | ○ | ○ | ○ | ○ | | ○ | ○ | | □ | | |
| BUFFER BUSINESS | B-1 | | □ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| NEIGH. BUSINESS | B-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| LIMITED BUSINESS | LB-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| COMMUNITY BUSINESS | B-3 | | | | ■ | | | | ■ | | | ○ | □ | ○ | |
| GEN. BUSINESS | B-4 | | | ■ | | | | | ■ | | | ○ | □ | ○ | |
| OFFICE-DISTRIBUTION | B-5 | | | | | | | | ■ | ■ | | | □ | □ | |
| LIGHT INDUSTRY | I-1 | | | | | | | | | ■ | | | □ | □ | □ |
| HEAVY INDUSTRY | I-2 | | | | | | | | | | ■ | | □ | | □ |

**Zoning District Correspondence Matrix**

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

## MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

# Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Sponsored by:**

Councilmember Woods

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 11/22/2023 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/22/2023 - 10:43 AM |

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1065 and 1067 Schillinger Road, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 28, 2023,** a public hearing will be held on the **2nd** day of **January**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1065 and 1067 Schillinger Road, South from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-3, Community Business 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 a B-3, Community Business 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 B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.

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

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 6th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1065 & 1067 Schillinger Road South.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, 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 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA**

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-3, Community Business 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 a **B-3, Community Business 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 **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

**Lisa Lambert, City Clerk**

**Pratt Thomas, MPWD, LLC**
**1065 & 1067 Schillinger Road South**
**Council District 6**
**Josh Woods**

# THE CITY OF MOBILE, ALABAMA
## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 20, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 2, 2023 considered the request of **Pratt Thomas, MPWD, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District** for the property located at **1065 & 1067 Schillinger Road South.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Pratt Thomas
Merrill P. Thomas, Co., Inc.
3280 Dauphin Street
Unit C104
Mobile, Alabama 36606

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request.

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changing conditions in the area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report;
2. Compliance with corrected Traffic Engineering comments (*A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.*); and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $333.64. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

**MOBILE CITY PLANNING COMMISSION**
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, Pratt Thomas, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of HPWD, LLC., a corporation for the property located within the city limits of Mobile, Alabama at 1065 and 1067 Schillinger Rd S.

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

Pratt Thomas
Designee (1)

Designee (2)

pratt@mpteo.com
Email

Email

251-367-8358
Phone Number

Phone Number

Pratt Thomas
Signature of Company Owner

10/23/23
Date

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, David L Turner, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Austin Properties, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 & 1067 Schillinger Rd.

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

| | |
|---|---|
| Pratt Thomas | David Tunstall |
| Designee (1) | Designee (2) |
| pratt@motco.com | david@mcaleertunstall.com |
| Email | Email |
| 251-367-8358 | 251-473-7517 |
| Phone Number | Phone Number |
| [signature] | 10/20/2023 |
| Signature of Company Owner | Date |

City of Mobile • Planning & Zoning

# Owner's Letter of Authorization

I, David L Turner, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 1065 & 1067 Schillinger Rd S.

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

Pratt Thomas
Designee (1)

pratt@mptco.com
Email

251-367-8358
Phone Number

Signature of Property Owner

Designee (2)

pratt@mptco.com
Email

251-367-8358
Phone Number

10/20/2023
Date

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, DAVID A. TUNSTALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of PIERCE MULHERIN HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 AND 1067 SCHILLINGER RD S.

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

| | |
|---|---|
| PRATT THOMAS | |
| Designee (1) | Designee (2) |
| PRATT@MDTCO.COM | |
| Email | Email |
| 251-476-0808 | |
| Phone Number | Phone Number |
| | |
| Signature of Company Owner | Date |

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, Michael S McAleer, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Tin Man LLC, a corporation for the property located within the city limits of Mobile, Alabama at 10657 1067 Schillinger Rd South.

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

Pratt Thomas
Designee (1)

Designee (2)

Pratt@Mptco.com
Email

Email

251-476 0808
Phone Number

Phone Number

Signature of Company Owner

10-20-23
Date

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, John M. Delchamps, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of JMD, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 + 1067 Schillinger Rd.

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

| | |
|---|---|
| Pratt Thomas | Merrill P. Thomas |
| Designee (1) | Designee (2) |
| pratt@mptco.com | merrill@mptco.com |
| Email | Email |
| 251-476-0808 | 251-476-0808 |
| Phone Number | Phone Number |
| John M. Delchamps | 10/20/23 |
| Signature of Company Owner | Date |

**MOBILE CITY PLANNING COMMISSION**
**October 10, 2023**
**PUBLIC HEARING NOTICE**

MOBILE
ALABAMA

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

**MOBILE CITY PLANNING COMMISSION**
**October 10, 2023**
**PUBLIC HEARING NOTICE**

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Dear Property Owner(s):

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

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

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

City of Mobile · Planning & Zoning

# Planning Commission Application

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

**Fees**

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

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

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

| | Applicant | Agent (If Applicable) |
|---|---|---|
| **Name:** | Pratt Thomas | Pratt Thomas |
| **Firm:** | MPWD LLC et al | Merrill P Thomas Co., Inc |
| **Phone:** | 251-367-8358 | 251-367-8358 |
| **Email:** | pratt@mptco.com | pratt@mptco.com |
| **Address:** | 3280 Dauphin St, C104, Mobile, Al 36606 | 3280 Dauphin St, C104, Mobile, Al 36606 |

| | Owner | Design Professional |
|---|---|---|
| Name: | Pierce Mulherrin Holdings LLC, et al | Jerry Byrd |
| Firm: | See Attached | Byrd Surveying |
| Phone: | 251-367-8358 | 251-476-5010 |
| Email: | pratt@mptco.com | jerry@byrdsurveying.biz |
| Address: | 3280 Dauphin St, C104, Mobile, 36606 | 2609 Halls Mill Rd, Mobile, AL 36606 |

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

1065 and 1067 Schillinger Rd S Lots A & B - Resub of Lot 2, Abba Temple — Property Address

2.07 Acres — Property Area (acres or square feet)

03733295 — Parcel Number(s) or Key Number(s)

R1 — Present Zoning or Transect District

B3 — Proposed Zoning or Transect District (if applicable)

**3. NEIGHBORHOOD MEETING** Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

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

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

Owner Signature — Date: 9/25/23

Applicant or Agent Signature (if applicable) — Date: 9/25/23

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

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

Applicant or Agent Signature — Date: 9/25/23

# CHECKLIST B
# Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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## A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

B3 zoning allows for a wider range of commercial activities and businesses to operate within the community. This can lead to increased economic development, job opportunities, and potentially higher property values. A stronger local economy can contribute to improved overall well-being in the community.

Natural continuance of B3 and FLUM zoning at Hitt Rd.

NONE — Future Land Use Map (FLUM) Designation

B3 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Businesses generate tax revenue for the local government, which can be used to fund essential services such as public safety (police and fire departments), education, healthcare, and infrastructure improvements. This additional revenue can enhance the community's safety and welfare. Commercial areas have increased safety regulations and requirements, such as fire safety measures and security provisions. These measures can contribute to overall safety in the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

These properties were apart of the recently annexed areas of west Mobile. We are trying to sell one parcel and the rezoning is a condition of the sale so that the property can be developed.

**B. SITE AND NEIGHBORHOOD COMPATIBILITY** The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Commercial development in the area including grocery store, oil change, car wash, car dealerships, and regional retailers.

2. Describe the surrounding land uses.
   Oil change, event hall, car dealership and vacant

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   I don't see any

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   Yes

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   Businesses generate tax revenue for the local government, which can be used to fund essential services such as public safety (police and fire departments), education, healthcare, and infrastructure improvements. This additional revenue can enhance the community's safety and welfare. Commercial areas have increased safety regulations and requirements, such as fire safety measures and security provisions. These measures can contribute to overall safety in the community.

**C. SPECIFIC AREA PLANS** For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

# NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

**This section applies to any of the following applications:**

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

**Please verify the following documentation is provided:**

☒ Dated Photograph(s) of the posted sign(s)
☒ The verified address list of surrounding property owners who were notified
☒ A sign-in sheet documenting meeting attendance
☒ Written summary or minutes of the meeting
☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

**Neighborhood Meeting Proceedings:**

1. What was the date and location of the meeting?
   Date: October 11, 2023 Time: 5:30 pm Location: West Regional Public Library, 555 Grelot Rd, Mobile, AL

2. What information was presented at the meeting?
   Meeting was not attended by the public

3. What concerns were raised during the meeting?
   Meeting was not attended by the public

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Meeting was not attended by the public

*Neighborhood Sign-In Sheet*

*1065 & 1067 Schillinger Rd S Rezoning Meeting*

*West Regional Public Library, 5555 Grelot Rd*

**Please SIGN-IN**

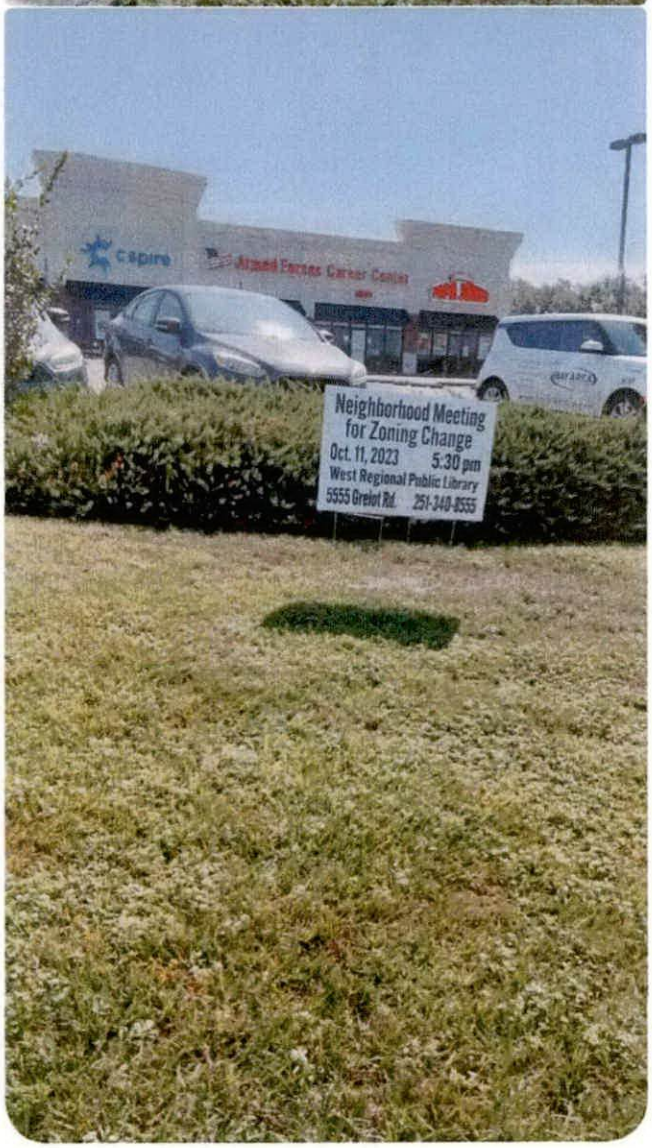
| Last, First Name | Address | Phone Number | Email Address |
|---|---|---|---|
| Delchamps, John | 4501 Kingsway Ct. | 251-476-0808 | |
| ~~Mike McAleer~~ | | | |
| McAleer, Mike | 3818 Bebee Point Dr | 251-473-7517 | |
| Thomas, Merrill | 6 Drury La | 251 401-5240 | |
| Tunstall, David | 2004 Point Legere Rd. | 251-610-2864 | |
| Christmas Charles | 12 N. Springbank Rd | 251 ~~330-0288~~ 767-0700 | |
| | | | |
| | | | |
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| | | | |

12:38 64%

(251) 554-3072

Tuesday, September 26



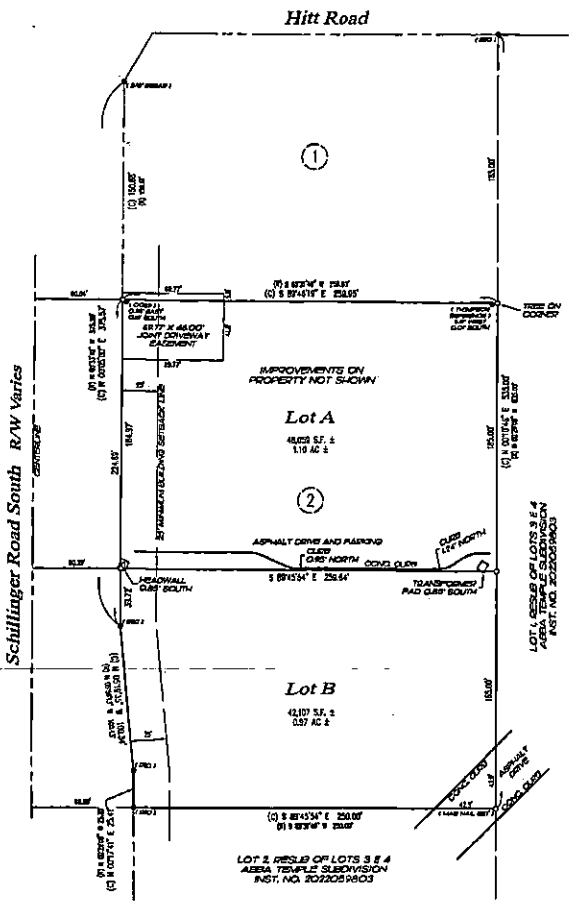




MMS 12:37 PM

| PARCEL | NAME | ADDRESS | MAIL_ADDR1 | MAIL_CITY | MAIL_STATE | MAIL_ZIP |
|---|---|---|---|---|---|---|
| R022809303000002.002 | ABBA TEMPLE ANCIENT ARABIC | HITT RD. | 7701 HITT RD | MOBILE | AL | 36695 |
| R022707251000002.010 | ELMORE FAMILY PROPERTIES LLC | SCHILLINGERS RD S | 4000 DAWSON DR | MOBILE | AL | 36619 |
| R022809302000001.020 | HITTSCH LLC | 975 SCHILLINGER RD S | PO BOX 7475 | MOBILE | AL | 36670 |
| R022707254000001.000 | MOBILE REAL ESTATE INVESTMENTS, LLC | 1150 SCHILLINGER RD S | 1540 S FEDERAL HWY | POMPANO BEACH | FL | 33062 |
| R022809303000002.003 | MYMS INC | SCHILLINGER RD. | PO BOX 160812 | MOBILE | AL | 36616 |
| R022809303000002.000 | OLP RW PROPERTIES LLC C/O DRIVEN BRANDS INC | 1057 SCHILLINGER RD S | 440 S CHURCH ST STE 700 | CHARLOTTE | NC | 28202 |
| R022809303000002.001 | PIERCE MULHERIN HOLDINGS LLC | 1065 SCHILLINGER RD. S | 3280 DAUPHIN ST STE C104 | MOBILE | AL | 36606 |

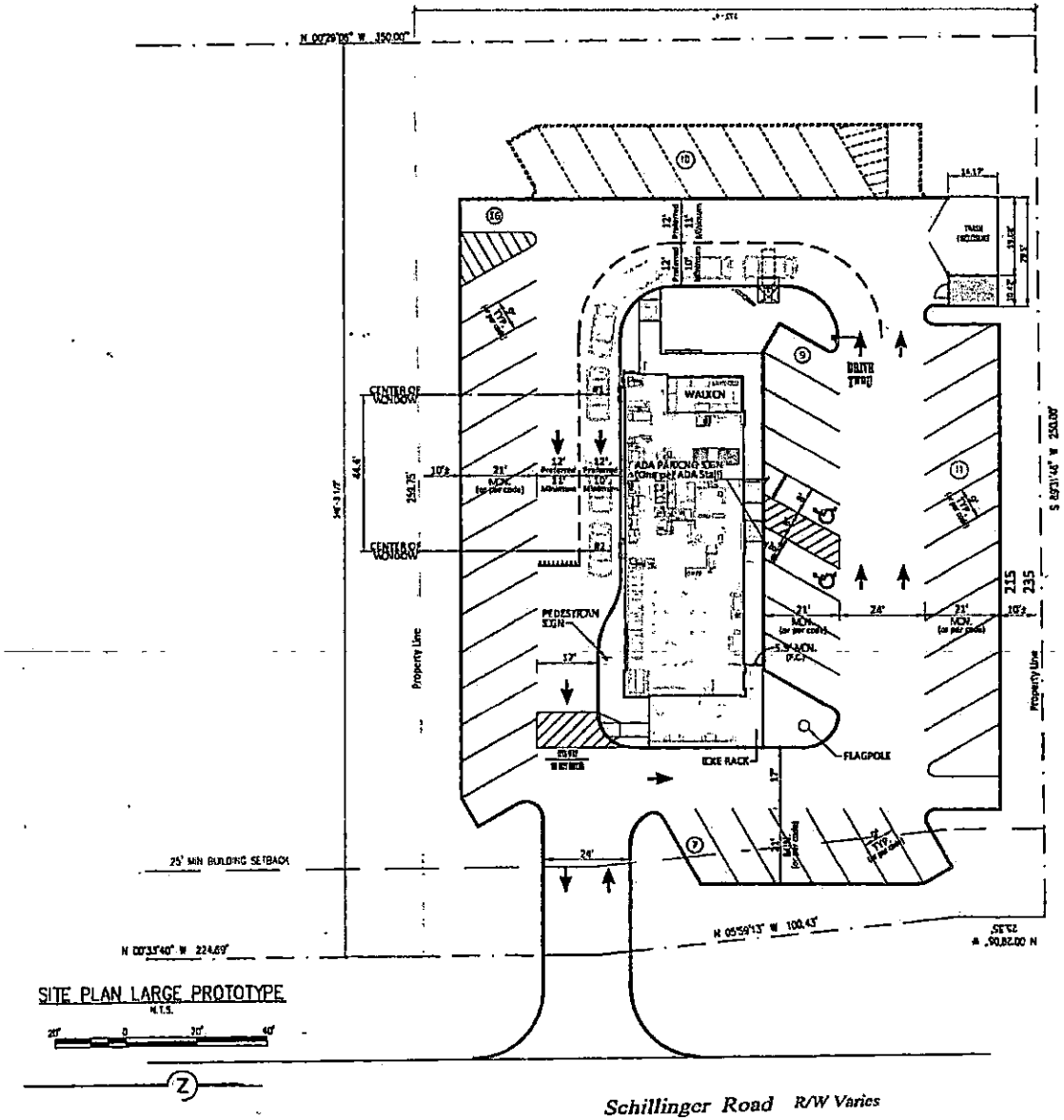
**Boundary Plan**

**Schillinger Rd**

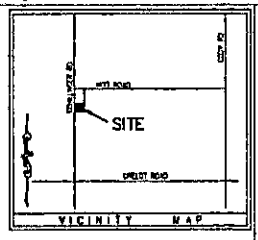

Hitt Road
Schillinger Road South R/W Varies
CENTERLINE
IMPROVEMENTS ON PROPERTY NOT SHOWN
Lot A
48,059 S.F. ±
1.10 AC ±
Lot B
42,107 S.F. ±
0.97 AC ±
ASPHALT DRIVE AND PARKING
CURB CUT 16' NORTH
CURB CUT 40' NORTH
HEADWALL 0.85' SOUTH
TRANSFORMER PAD 0.85' SOUTH
S 89°14'54" E 258.64'
(C) S 89°14'54" E 250.00'
(M) S 89°16'48" E 250.00'
LOT 1, RESUB OF LOTS 3 & 4 ABBA TEMPLE SUBDIVISION INST. NO. 2022059803
LOT 2, RESUB OF LOTS 3 & 4 ABBA TEMPLE SUBDIVISION INST. NO. 2022059803
CONCRETE CURB CUT
ASPHALT DRIVE
CONCRETE CURB CUT
40.77' X 46.00' JOINT DRIVEWAY EASEMENT
POINT ON CURVE
POINT ON CURVE
(M) S 89°16'48" E 258.64'
(C) S 89°14'54" E 258.64'
(C) N 00°17'41" E 235.47'
(M) N 00°16'48" E 235.47

**Site Plan**

**Schillinger Rd**




SITE PLAN LARGE PROTOTYPE
N.T.S.




## SITE DATA:

ZONING: N/A
NEW BUILDING SIZE: 3,090 sf
NEW BUILDING HEIGHT: 21'-7"
USE: RESTAURANT
SETBACKS
FRONT = 25'-0"
SIDE = 0'
REAR = 0'
PARKING SPACES PROVIDED = 44
ADA PARKING SPACES PROVIDED 2

| DESCRIPTION | AREA | | % OF PROPERTY AREA |
|---|---|---|---|
| PROPERTY AREA | 44,682 SF = | 1.02 ACRES | |
| BUILDING AREA | 3,090 SF = | .07 ACRES | 6.9% |
| ASPHALT PARKING AREA | 29,928 SF = | .68 ACRES | 67.00% |
| CONCRETE PAD/ SIDEWALK | 1,342 SF = | .03 ACRES | 3.00% |
| LIMESTONE AREA | 0.0 SF = | .00 ACRES | 0.0% |
| GRASSED/LANDSCAPED AREA | 10,302 SF = | .24 ACRES | 23.1% |

NOTE: THIS DEVELOPMENT IS LOCATED IN MOBILE COUNTY OUTSIDE THE CITY LIMITS THEREFORE ZONING RESTRICTIONS DO NOT APPLY

## FEMA FLOOD NOTE:

I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP & QUADRICULATE DATED MARCH 17, 2010, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE X ( UNSHADED ).

## LEGAL DESCRIPTION

LOT 2 ALBA TEMPLE SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 118 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

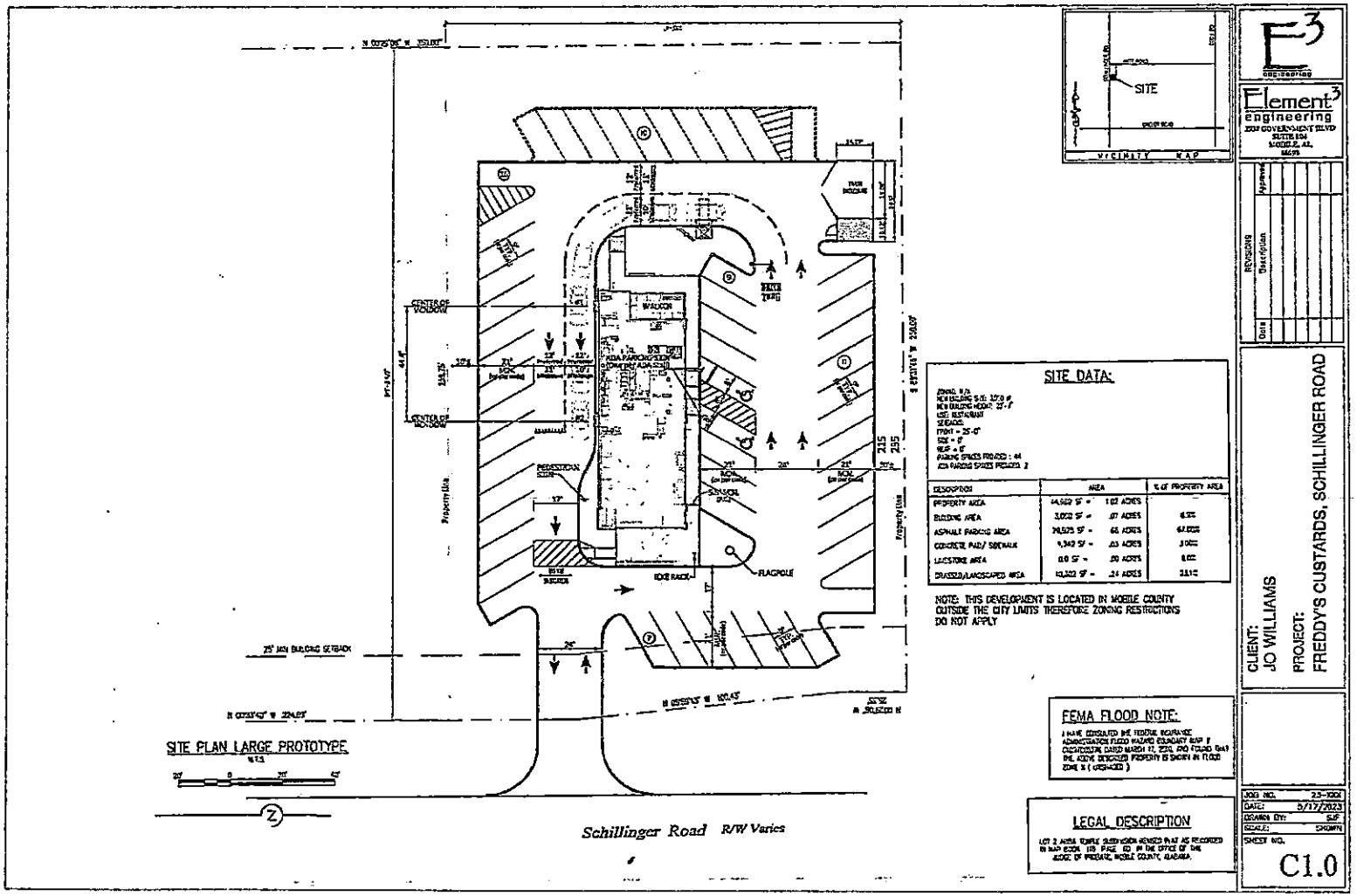

Element³ engineering
3938 GOVERNMENT BLVD
SUITE 104
MOBILE, AL
36693


REVISIONS: Date | Description | Approved

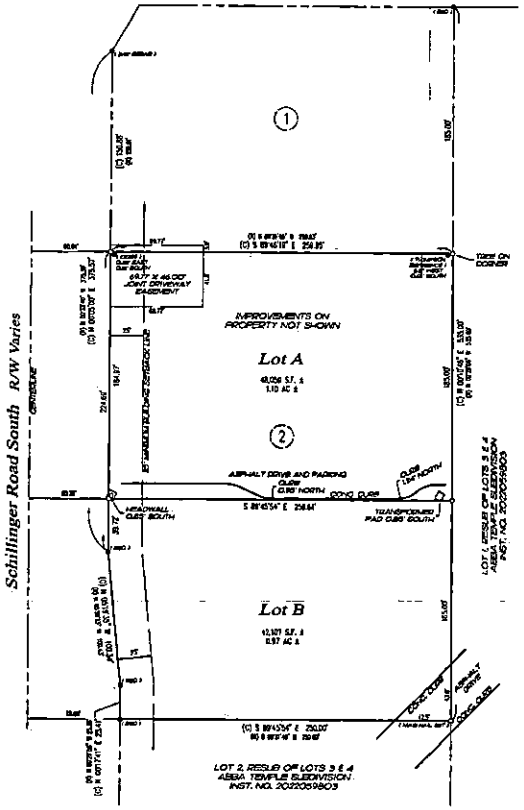
CLIENT: JO WILLIAMS

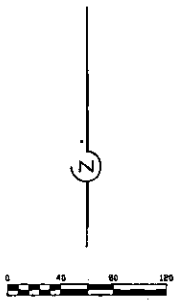
PROJECT: FREDDY'S CUSTARDS, SCHILLINGER ROAD

JOB NO. 23-XXX
DATE: 5/17/2023
DRAWN BY: SJF
SCALE: SHOWN
SHEET NO. C1.0


SITE PLAN LARGE PROTOTYPE
Schillinger Road R/W Varies
SITE
VICINITY MAP
SITE DATA:
NOTE: THIS DEVELOPMENT IS LOCATED IN MOBILE COUNTY OUTSIDE THE CITY LIMITS THEREFORE ZONING RESTRICTIONS DO NOT APPLY
FEMA FLOOD NOTE:
LEGAL DESCRIPTION
Element 3 engineering
CLIENT: JO WILLIAMS
PROJECT: FREDDY'S CUSTARDS, SCHILLINGER ROAD
C1.0

Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $13.00
Clerk: BTOWLER




NOTE: THE RECORD (R) BEARINGS SHOWN ON THE BOUNDARY REFER TO THE SUBDIVISION PLAT.
THE COMPUTED (C) BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES.

OWNER : MPWI, LLC

Merrill P. Thomas

MERRILL P. THOMAS, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT MERRILL P. THOMAS, WHOSE NAME AS MANAGER MEMBER FOR MPWI, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 29TH DAY OF June, 2023.

Mary C. Nelson NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 02 2025

NOTARY PUBLIC ALABAMA STATE AT LARGE

OWNER : AUDUBON PARTNERS, LLC

Janet Lyon

JANET LYON, PERSONAL REPRESENTATIVE UNDER THE WILL AND CODICIL OF GAYLORD C. LYON, JR.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT JANET LYON, WHOSE NAME AS PERSONAL REPRESENTATIVE UNDER THE WILL AND CODICIL OF GAYLORD C. LYON, JR. FOR AUDUBON PARTNERS, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, SHE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 7TH DAY OF July, 2023.

Mary C. Nelson NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 02 2025

MARY C. NELSON NOTARY PUBLIC ALABAMA STATE AT LARGE

OWNER : JMD, LLC

John M. Delchamps

JOHN M. DELCHAMPS, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT JOHN M. DELCHAMPS, WHOSE NAME AS MANAGER MEMBER FOR JMD, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF June, 2023.

Mary C. Nelson NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 02 2025

MARY C. NELSON NOTARY PUBLIC ALABAMA STATE AT LARGE

OWNER : AUSTIN PROPERTIES, LLC

David L. Turner

DAVID L. TURNER, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT DAVID L. TURNER, WHOSE NAME AS MANAGER MEMBER FOR AUSTIN PROPERTIES, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 3 DAY OF July, 2023.

Mary C. Nelson NOTARY PUBLIC. MY COMMISSION EXPIRES 4/8/25

NOTARY PUBLIC STATE OF ALABAMA

LEGAL DESCRIPTION

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 158 PAGE 66, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

I, GERALD G. BYRD, FOR SMITH CLARK & ASSOCIATES OF MOBILE, LLC DBA BYRD SURVEYING, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE 06/28/23

GERALD G. BYRD, ALABAMA LICENSE NO. 9425

OWNER : PIERCE MULHERIN HOLDINGS, LLC

DAVID A. TUNSTALL, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT DAVID A. TUNSTALL, WHOSE NAME AS MANAGER MEMBER FOR PIERCE MULHERIN HOLDINGS, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 29TH DAY OF June, 2023.

Mary C. Nelson NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 02 2025

MARY C. NELSON NOTARY PUBLIC ALABAMA STATE AT LARGE

OWNER : TMHAM, LLC

MIKE MCALEER, MANAGER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT MIKE MCALEER, WHOSE NAME AS MANAGER FOR TMHAM, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF June, 2023.

Mary C. Nelson NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 02 2025

MARY C. NELSON NOTARY PUBLIC ALABAMA STATE AT LARGE

COUNTY ENGINEERING NOTES :

DEVELOPMENT SHALL BE DESIGNED TO COMPLY WITH THE MOBILE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE, AND MAY REQUIRE SUBMISSION OF CERTIFICATION FROM A LICENSED ENGINEER CERTIFYING THAT THE DESIGN COMPLIES WITH THE MOBILE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE PRIOR TO THE ISSUANCE OF ANY PERMITS.

DEVELOPMENTS LOCATED WITHIN THE COUNTY MS4 BOUNDARY MUST COMPLY WITH ALL CONDITIONS OF THE MOBILE COUNTY MS4 PERMIT AND MUST BE DESIGNED TO COMPLY WITH THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, VOLUMES 1 & 2, CURRENT EDITION.

THIS SUBDIVISION SHOWN IS HEREBY APPROVED BY THE MOBILE COUNTY COMMISSION AT ITS MEETING ON July 10, 2023.

MOBILE COUNTY ENGINEERING DEPARTMENT
NO EASEMENT OR RIGHT-OF-WAY ACCEPTANCE.

DATE 7/10/2023

COUNTY ENGINEER

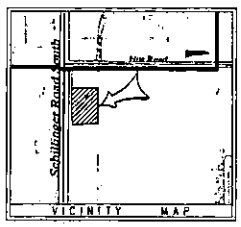
# RESUBDIVISION OF LOT 2, ABBA TEMPLE SUBDIVISION,

## REVISED PLAT

BYRD SURVEYING

2609 HALLS MILL ROAD
( 251 ) 476-5010
SCALE : 1" = 40'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JUNE 28, 2023




SITE DATA :

NUMBER OF LOTS = 2

SIZE OF SUBDIVISION = 2.07 AC. ±

SMALLEST LOT SIZE = 0.97 AC. ±

LINEAR FEET IN STREETS = 0 FEET

WE HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 01000B L DATED JUNE 6, 2000 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 336 AS DETERMINED BY ELEVATION

ALL RIGHT OF WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT, BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS ( ie. UTILITY EASEMENTS, ETC ) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY ( i.e. FENCES, CURBS, ETC.

FIELD DATA TAKEN – MAY 30, 2023

BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES. AKA. WEST ZONE, NAD 83, ALDOT CORS

FURNISHED DESCRIPTION FROM CLIENT

TYPE OF SURVEY – SUBDIVISION

ALL PROPERTY CORNERS ARE 5/8" R.S.S. CAPPED REBARS UNLESS OTHERWISE NOTED.

Pratt Thomas
C/O Merrill P Thomas Co., Inc
3280 Dauphin St, C104
Mobile, AL 36606

ABBA Temple Ancient Arabic
7701 Hitt Rd
Mobile, AL 36695

Elmore Family Properties, LLC
4000 Dawson Dr
Mobile, AL 36619

HITTSCH LLC
P.O. Box 7475
Mobile, AL 36670

Mobile RE Investments, LLC
1540 S Federal Hwy
Pompano Beach, FL 33062

MYMS Inc
P.O. Box 160812
Mobile, AL 36616

OLP RW Properties LLC
c/o Driven Brands Inc
440 S Church St, Ste 200
Charlotte, NC 28202

Pierce Mulherin Holdings LLC
3280 Dauphin St, C104
Mobile, AL 36606

Planning Commission
November 2, 2023

# Agenda Item #: 5

ZON-UDC-002669-2023

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

**Applicant Materials for Consideration**

## DETAILS

**Location:**
1065 & 1067 Schillinger Road South

**Applicant / Agent (as applicable):**
Pratt Thomas, MPWD, LLC

**Property Owner:**
Pierce Mulherrin Holdings, LLC

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

**Proposed Zoning:**
B-3, Community Business Suburban District

**Future Land Use:**
Mixed Commercial Corridor

**Applicable Codes, Policies, and Plans:**

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

**Proposal:**

- Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

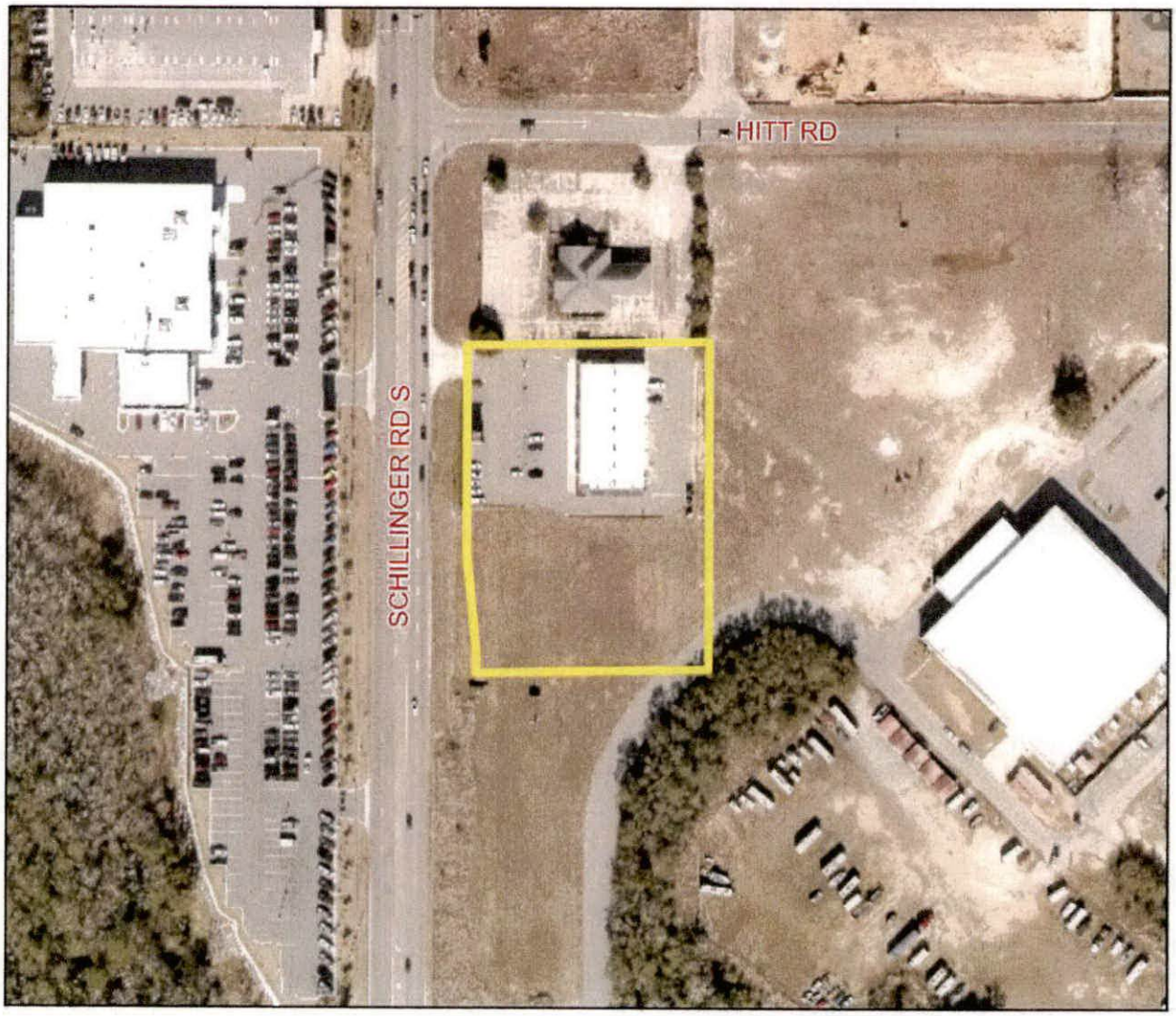
**Commission Considerations:**

- Rezoning with two (2) conditions.

**Report Contents:** **Page**


Context Map ..... 2
Site History ..... 3
Staff Comments ..... 3
Commission Considerations ..... 5
Exhibits ..... 6

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by commercial units. A meeting hall lies east of the site.

APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

## SITE HISTORY

The subject site was brought to the Planning Commission on January 3, 2008 for a three-lot Subdivision, which was subsequently recorded in Probate Court. At that time the site was locate in the County, but within the City's Planning Jurisdiction. The Planning Jurisdiction was altered to coincide with the city limit line in 2018. Shortly thereafter the site was developed with a commercial multi-tenant development.

The site went before the Mobile County Commission for a two-lot Subdivision, which was subsequently recorded in Probate Court on July 11, 2023.

Most recently, the site was annexed into the city limits of Mobile, effective July 25, 2023.

## STAFF COMMENTS

### Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

### Traffic Engineering Comments:

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

## Urban Forestry Comments:

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

## Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

## Planning Comments:

The applicant is requesting to rezone the subject site from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

As stated previously, the subject site went before the Mobile County Commission for a two-lot Subdivision, which was approved and recorded in Probate Court in July, 2023. Effective July 25, 2023 the subject site was annexed into the City of Mobile. As part of the standard annexation procedures the site is zoned R-1. The property owner was under contract to sell the site prior to annexation with the prospective buyer planning to develop the site commercially. They are now unable to do so due to the R-1 designation, hence the current application.

The subject site is abutted to the North by R-1 property, previously developed commercially with a bank, though it now seems to be under redevelopment; to the South by undeveloped land, which is zoned R-1; to the East by R-1, developed as the ABBA Temple; and to the West (across Schillinger Road South), by automobile sales in an R-1 district.

It should be noted that the subject site is currently included in the proposed zoning amendments within the Cottage Hill Corridor to be considered by the Planning Commission at its meeting on November 16th. However, the applicant has made application in an effort to obtain a quicker rezoning determination than is perhaps possible with the proposed zoning amendment for the entire annexed area.

The applicant is requesting B-3 for an existing shopping center and proposed future commercial development. This zoning classification will allow for the development to contain offices and/or retail, as well restaurants and/or bars.

This site is designated as Mixed Commercial Corridor on the Future Land Use Map. Rezoning to B-3 would be compatible with this FLUM designation. While zoning consideration is not site plan specific, compliance with the commercial development standards of the Unified Development Code will be required to develop the site. If the rezoning is approved, development of the site must fully comply with the UDC.

## REZONING CONSIDERATIONS

### Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

### Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




APPLICATION NUMBER 5 DATE November 2, 2023

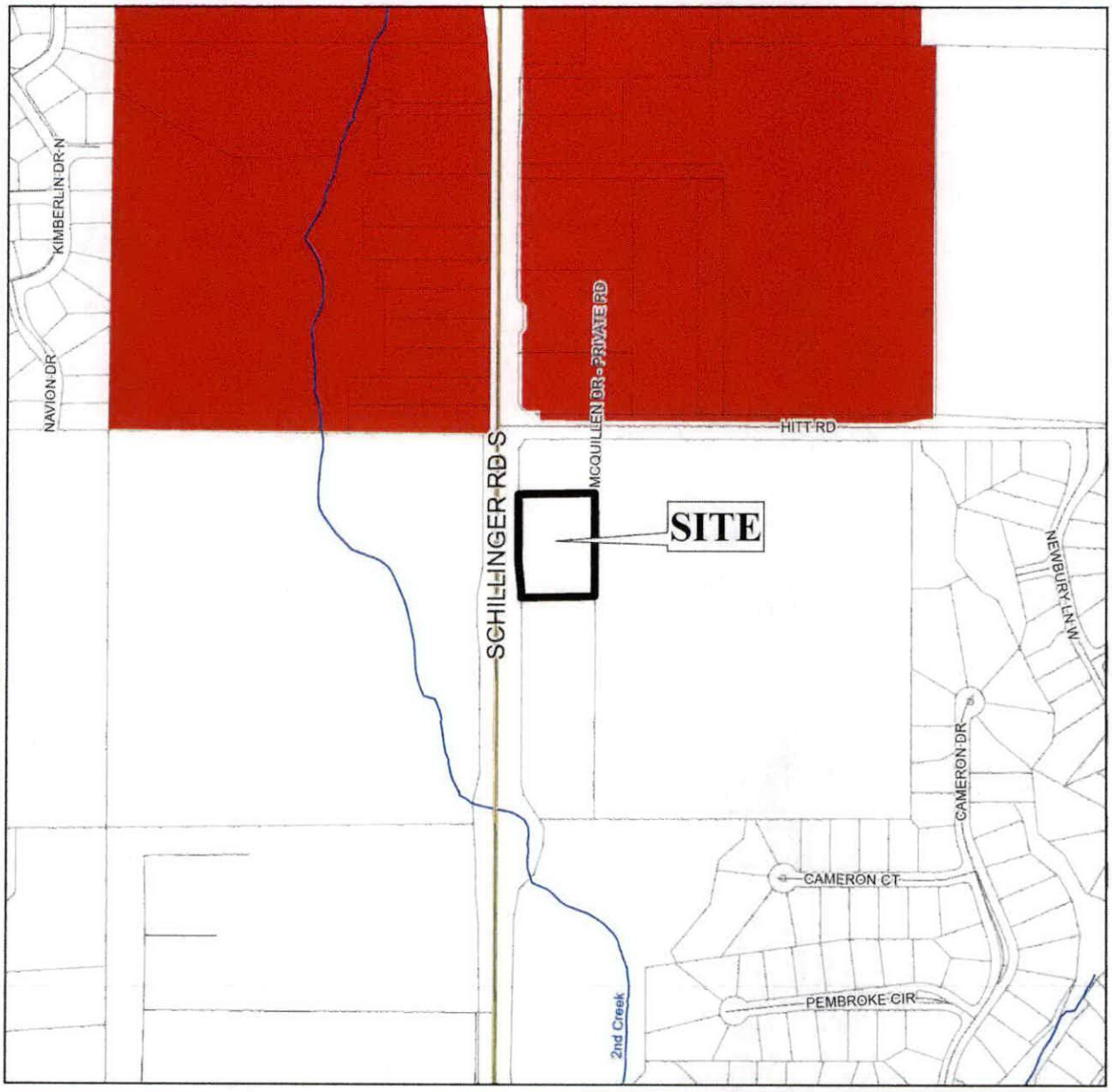
APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

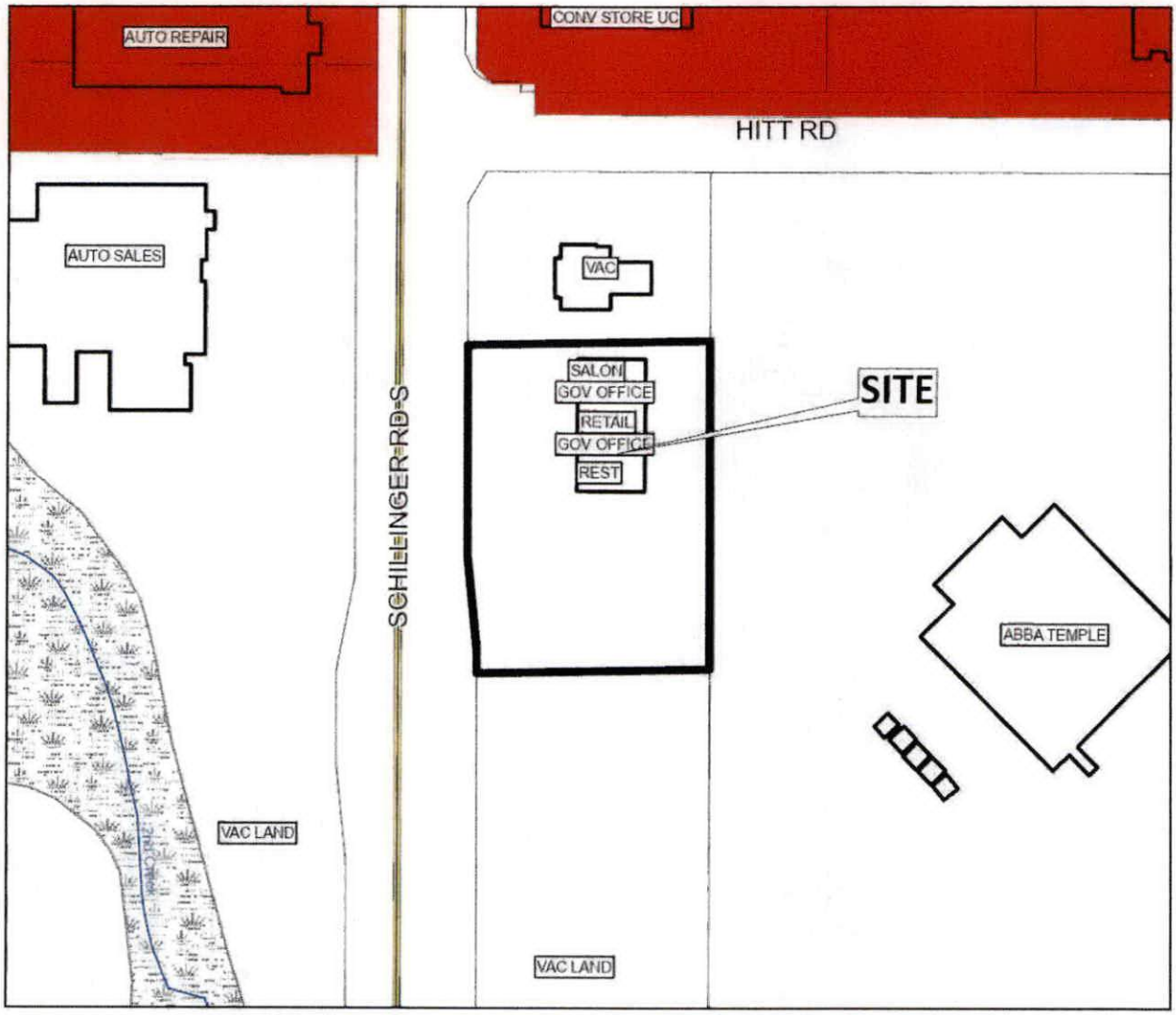
REQUEST Rezoning from R-1 to B-3

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

N

NTS

# PLANNING COMMISSION
## VICINITY MAP - EXISTING ZONING




The site is surrounded by commercial units. A meeting hall lies east of the site.

APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

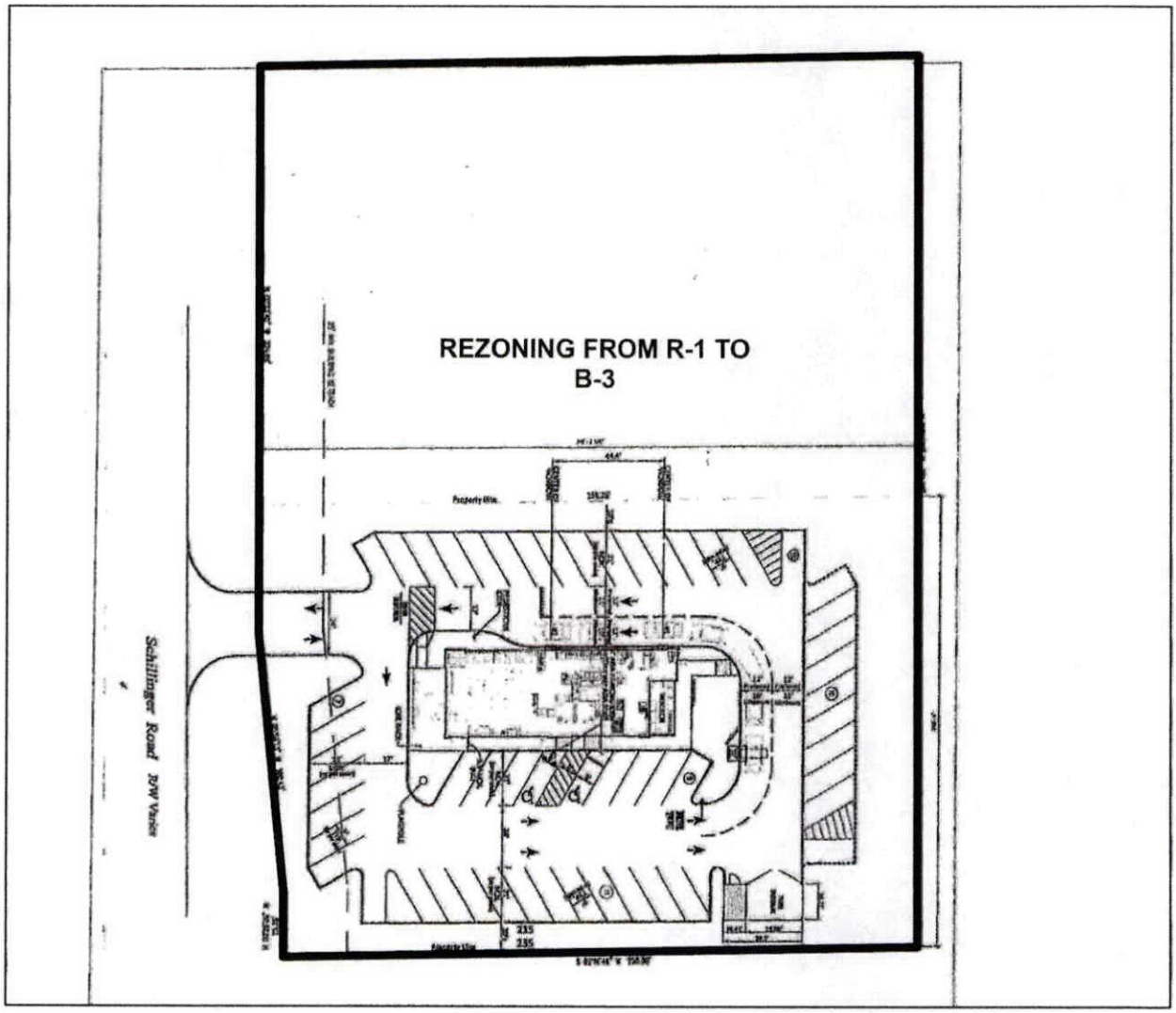
REQUEST Rezoning from R-1 to B-3

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

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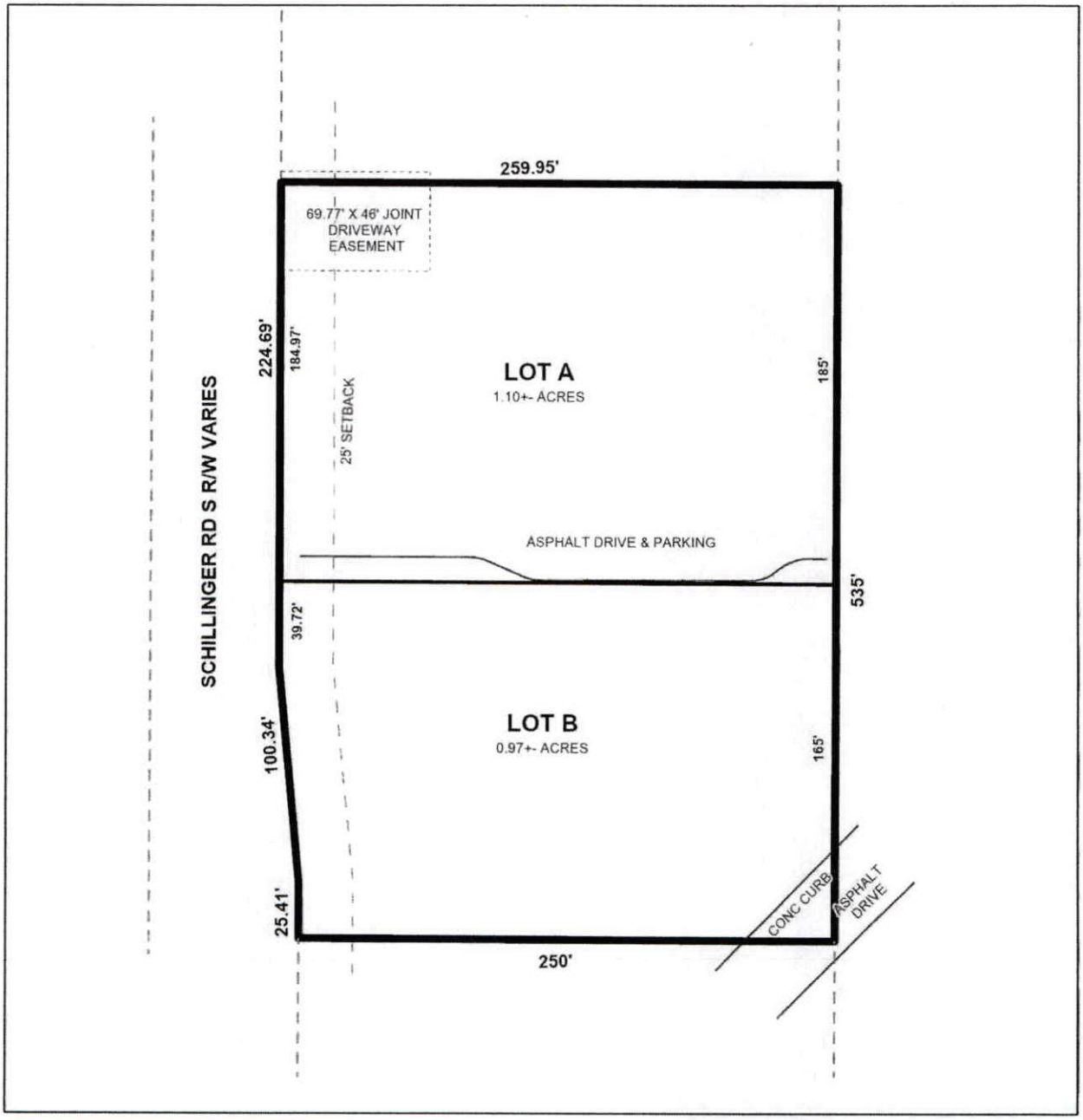
# SITE PLAN




The site plan illustrates the proposed building, parking, and drive thru.

| | |
|---|---|
| APPLICATION NUMBER 5 DATE November 2, 2023<br>APPLICANT Pratt Thomas, MPWD, LLC<br>REQUEST Rezoning from R-1 to B-3 | N<br>NTS |

# DETAIL SITE PLAN




APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

## ZONING DISTRICT CORRESPONDENCE MATRIX

| | | LOW DENSITY RESIDENTIAL (LDR) | MIXED DENSITY RESIDENTIAL (MXDR) | DOWNTOWN (DT) | DISTRICT CENTER (DC) | NEIGHBORHOOD CENTER - TRADITIONAL (NC-T) | NEIGHBORHOOD CENTER - SUBURBAN (NC-S) | TRADITIONAL CORRIDOR (TC) | MIXED COMMERCIAL CORRIDOR (MCC) | LIGHT INDUSTRIAL (LI) | HEAVY INDUSTRY (HI) | INSTITUTIONAL LAND USE (INS) | PARKS & OPEN SPACE (POS) | DOWNTOWN WATERFRONT (DW) | WATER DEPENDENT USES (WDW/RU) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESIDENTIAL - AG | R-A | | | | | | | | | | | | □ | | |
| ONE-FAMILY RESIDENCE | R-1 | ■ | | | | ■ | | ■ | | | | | □ | | |
| TWO-FAMILY RESIDENCE | R-2 | ■ | | | | ■ | | ■ | | | | | □ | ○ | |
| MULTIPLE-FAMILY | R-3 | ○ | ■ | | | ■ | ■ | | | | | | □ | ○ | |
| RESIDENTIAL-BUSINESS | R-B | | ○ | | | ■ | | ■ | | | | | □ | ○ | |
| TRANSITIONAL-BUSINESS | T-B | | ○ | | ■ | ■ | ■ | ■ | | | | | □ | | |
| HISTORIC BUSINESS | H-B | | | ■ | | ■ | | ■ | | | | | □ | | |
| VILLAGE CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. GENERAL | TCD | | | | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-6 | | | ■ | | | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.1 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.2 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-4 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-3 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | SD-WH | | | | | | | | | ○ | ○ | | □ | | |
| DOWNTOWN DEV. DD | SD | ○ | ○ | ○ | ○ | ○ | ○ | ○ | | ○ | ○ | | □ | | |
| BUFFER BUSINESS | B-1 | | □ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| NEIGH. BUSINESS | B-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| LIMITED BUSINESS | LB-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| COMMUNITY BUSINESS | B-3 | | | | ■ | | | | ■ | | | ○ | □ | ○ | |
| GEN. BUSINESS | B-4 | | | ■ | | | | | ■ | | | ○ | □ | ○ | |
| OFFICE-DISTRIBUTION | B-5 | | | | | | | | ■ | ■ | | | □ | □ | |
| LIGHT INDUSTRY | I-1 | | | | | | | | | ■ | | | □ | □ | □ |
| HEAVY INDUSTRY | I-2 | | | | | | | | | | ■ | | □ | | □ |

**Zoning District Correspondence Matrix**

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

## MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| cover letter | Cover Memo | 11/30/2023 |
| study report | Cover Memo | 11/30/2023 |
| PC results | Cover Memo | 11/30/2023 |
| packet | Cover Memo | 11/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/30/2023 - 3:07 PM |

# THE CITY OF MOBILE, ALABAMA
## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

# Proposed Zoning Map Amendments

## For recently annexed areas

**Report Contents:** **Page**

Considerations ..... 2
Kings Branch Proposed Zoning Map ..... 3
Orchard Estates Proposed Zoning Map ..... 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

## Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

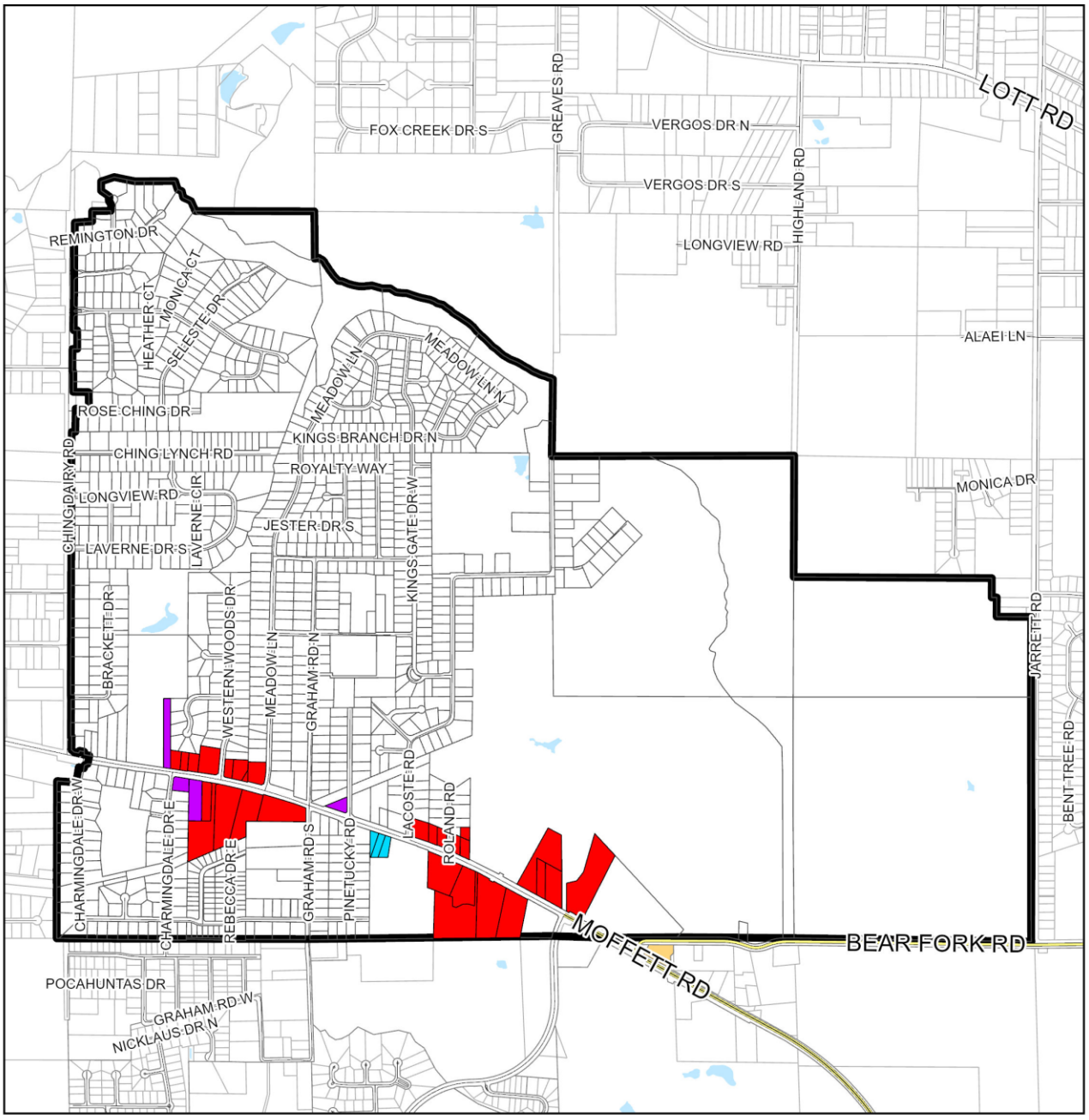
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

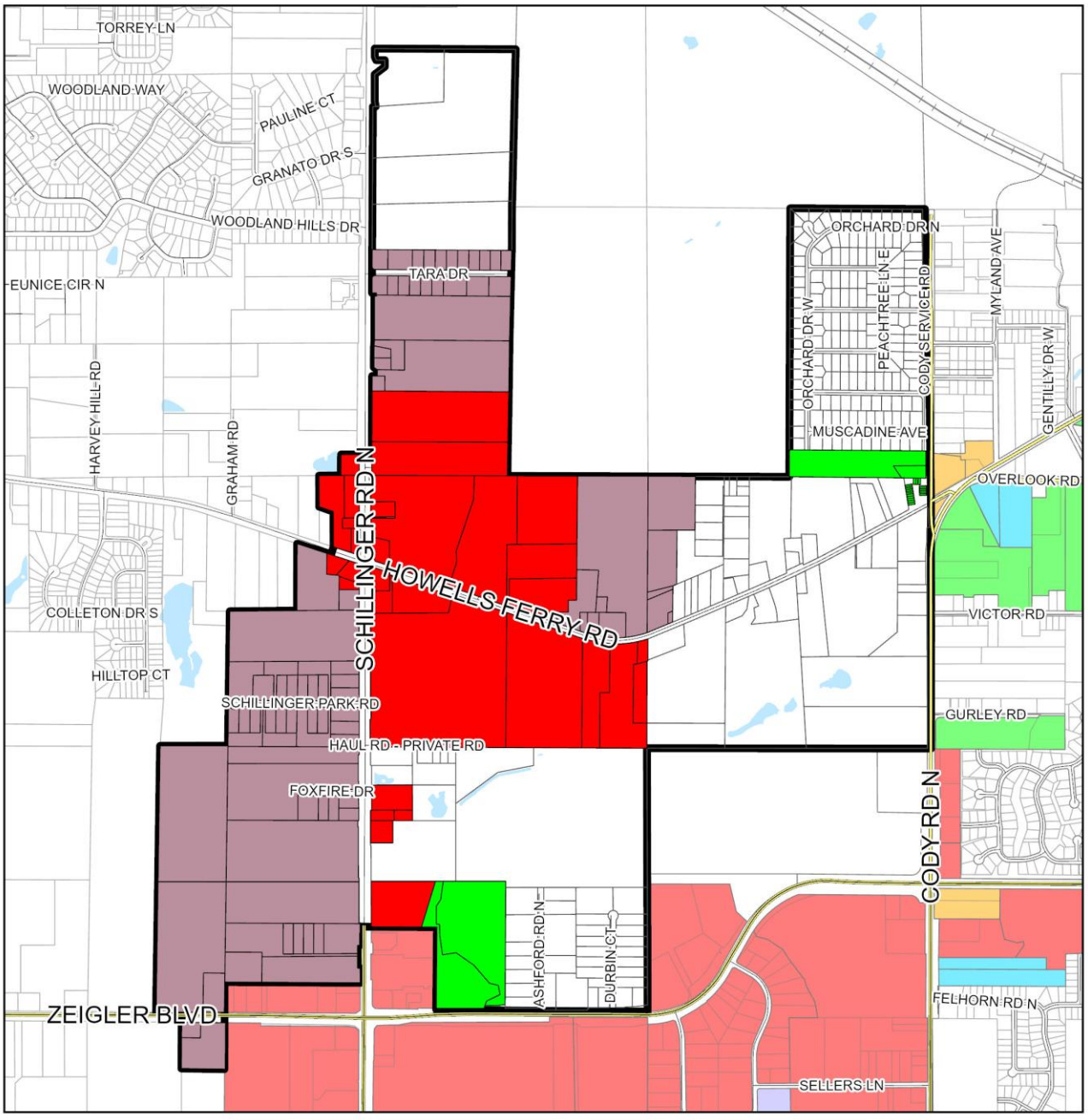
## Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

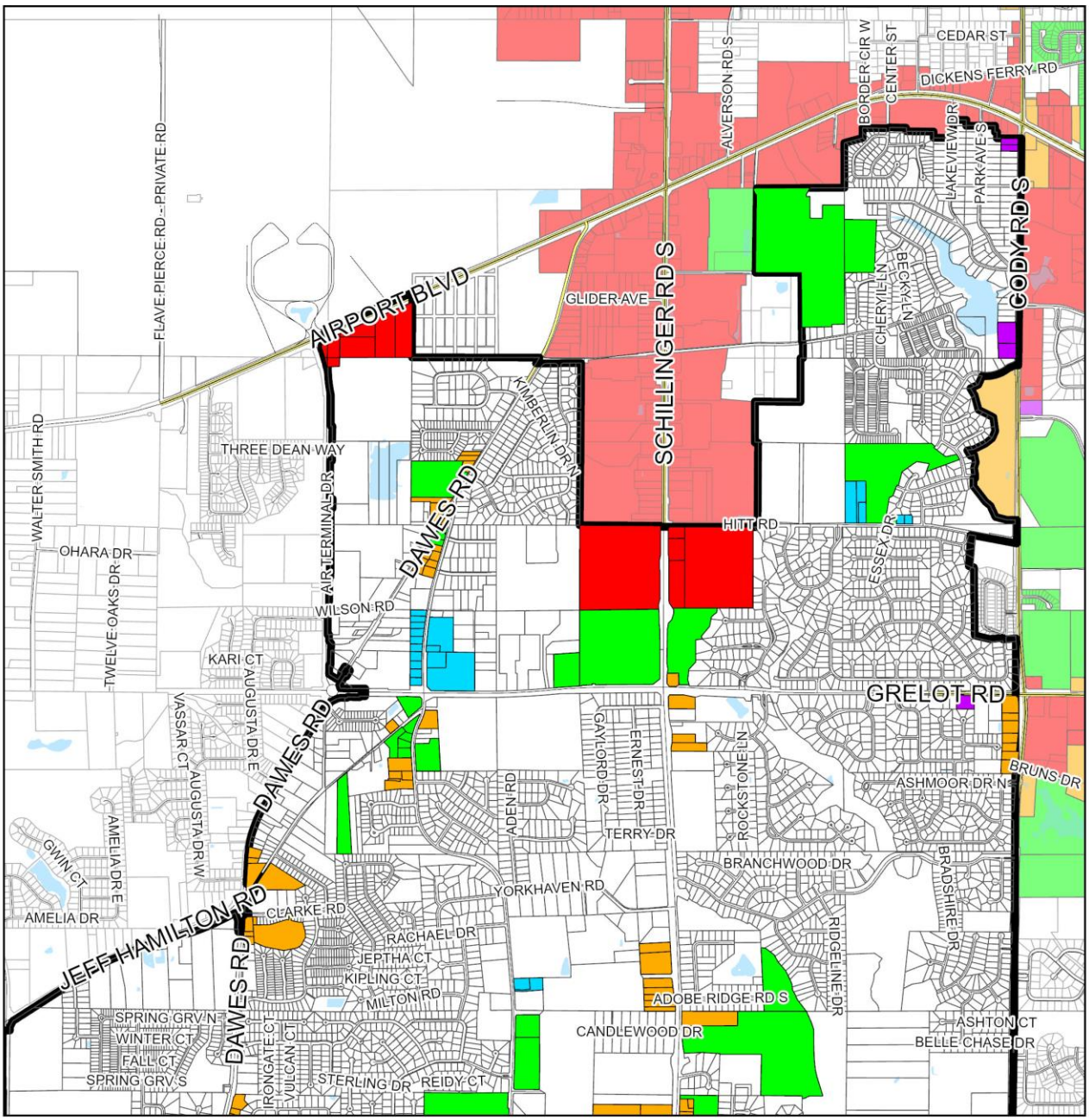
# PROPOSED ZONING MAP



# PROPOSED ZONING MAP



# PROPOSED ZONING MAP




# Cottage Hill
## *NORTH CORRIDOR*

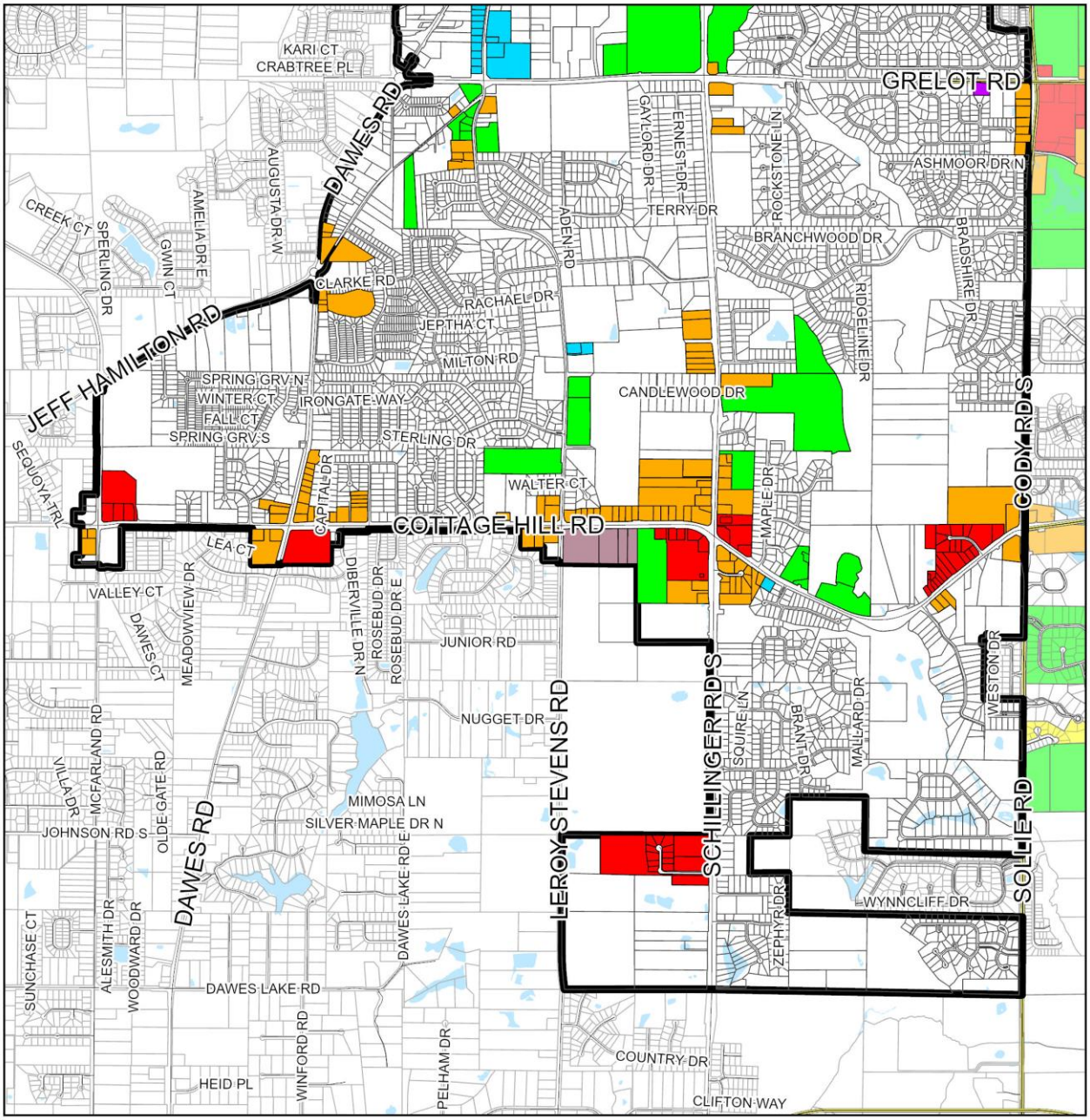
**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

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# PROPOSED ZONING MAP




# Cottage Hill
## *SOUTH CORRIDOR*

**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

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# Mobile Planning Commission
# Results Agenda
November 16, 2023 – 2:00 P.M.

## ADMINISTRATIVE

### Roll Call

| | | | |
|---|---|---|---|
| x | Mr. John W. "Jay" Stubbs, Jr., Chairman | | Mr. Matt Anderson (MD) |
| x | Mr. Kirk Mattei, Vice Chairman | x | Mr. Nick Amberger (AO) |
| | Ms. Jennifer Denson, Secretary | x | Mr. Josh Woods (CC) |
| | Ms. Shirley Sessions | x | Mr. Harry Brislin, IV (S) |
| x | Mr. Larry Dorsey | x | Mr. Kenny Nichols (S) |
| x | Mr. Chad Anderson | | |
| (S) Supernumerary | (MD) Mayor's Designee | (AO) Administrative Official | (CC) City Council Representative |

**Staff:** Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

**Adoption of the Agenda:** Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

## OTHER BUSINESS

**Public Hearing**

**Zoning Amendments for Annexed Areas**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is**

**recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).**

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of
Newly annexed areas in Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

**Orchard Estates annexed area (24 parcels)**

R022803064001047.001
R022803064001047.002
R022803071000001.001
R022803071000001.002
R022803071000001.003
R022803071000001.005
R022803071000001.006
R022803071000001.007
R022803071000001.008
R022803071000001.009
R022803071000001.010
R022803071000001.011
R022803071000001.012
R022803071000001.013
R022803071000001.014
R022803071000001.015
R022803071000001.020
R022803071000001.021
R022803071000001.022
R022803071000001.023
R022803071000001.024

R022803071000001.025
R022803073000001.009
R022803073000001.010

**Cottage Hill Corridor annexed area (30 parcels)**

R022707252000026.000
R022707253000012.004
R022707253000012.006
R022707253000012.007
R022707253000012.015
R022707254000003.004
R022707362000003.004
R022707362000005.002
R022707362000012.000
R022707362000013.000
R022707362000013.001
R022707362000013.002
R022707362000013.003
R022707362000017.003
R022804193000002.000
R022804194001090.000
R022809301000046.000
R022809303000001.204
R022809313000001.000
R023303062000050.000
R023303062000065.000
R023303063000001.003
R023303063000001.004
R023303063000002.000
R023303063000002.003
R023401011000055.000
R023401011000055.001
R023401012000007.000
R023401014000002.002

And parcel R022707254000004.000 less and except the following portion:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – 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 R-3, Multi-Family Residential – 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

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – Suburban:

**Orchard Estates annexed area**
(24 parcels)

| | | |
|---|---|---|
| R022803064001047.001 | R022803071000001.008 | R022803071000001.020 |
| R022803064001047.002 | R022803071000001.009 | R022803071000001.021 |
| R022803071000001.001 | R022803071000001.010 | R022803071000001.022 |
| R022803071000001.002 | R022803071000001.011 | R022803071000001.023 |
| R022803071000001.003 | R022803071000001.012 | R022803071000001.024 |
| R022803071000001.005 | R022803071000001.013 | R022803071000001.025 |
| R022803071000001.006 | R022803071000001.014 | R022803073000001.009 |
| R022803071000001.007 | R022803071000001.015 | R022803073000001.010 |

**Cottage Hill Corridor annexed area**
(30 parcels)

| | | |
|---|---|---|
| R022707252000026.000 | R022707362000013.001 | R023303062000065.000 |
| R022707253000012.004 | R022707362000013.002 | R023303063000001.003 |
| R022707253000012.006 | R022707362000013.003 | R023303063000001.004 |
| R022707253000012.007 | R022707362000017.003 | R023303063000002.000 |
| R022707253000012.015 | R022804193000002.000 | R023303063000002.003 |
| R022707254000003.004 | R022804194001090.000 | R023401011000055.000 |
| R022707362000003.004 | R022809301000046.000 | R023401011000055.001 |
| R022707362000005.002 | R022809303000001.204 | R023401012000007.000 |
| R022707362000012.000 | R022809313000001.000 | R023401014000002.002 |
| R022707362000013.000 | R023303062000050.000 | |

And parcel R022707254000004.000 less and except the following portion:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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

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

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

**Orchard Estates annexed area** (24 parcels)

R022803064001047.001
R022803064001047.002
R022803071000001.001
R022803071000001.002
R022803071000001.003
R022803071000001.005
R022803071000001.006
R022803071000001.007
R022803071000001.008
R022803071000001.009
R022803071000001.010
R022803071000001.011
R022803071000001.012
R022803071000001.013
R022803071000001.014
R022803071000001.015
R022803071000001.020
R022803071000001.021
R022803071000001.022
R022803071000001.023
R022803071000001.024
R022803071000001.025
R022803073000001.009
R022803073000001.010

**Cottage Hill Corridor annexed area** (30 parcels)

R022707252000026.000
R022707253000012.004
R022707253000012.006
R022707253000012.007
R022707253000012.015
R022707254000003.004
R022707362000003.004
R022707362000005.002
R022707362000012.000
R022707362000013.000
R022707362000013.001
R022707362000013.002
R022707362000013.003
R022707362000017.003
R022804193000002.000
R022804194001090.000
R022809301000046.000
R022809303000001.204
R022809313000001.000
R023303062000050.000
R023303062000065.000
R023303063000001.003
R023303063000001.004
R023303063000002.000
R023303063000002.003
R023401011000055.000
R023401011000055.001
R023401012000007.000
R023401014000002.002

And parcel R022707254000004.000 less and except the following portion:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said

Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – 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 **R-3, Multi-Family Residential – 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.

Adopted:

_____

**Lisa Lambert, City Clerk**

**City of Mobile**
**Various properties in the Orchard Estates and Cottage Hill Corridor Annexed Areas**

**R-1 to R-3**

**Council District 6**
**Josh Woods**

**Council District 7**
**Gina Gregory**

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 11/30/2023 |
| study report | Cover Memo | 11/30/2023 |
| cover letter | Cover Memo | 11/30/2023 |
| PC results | Cover Memo | 11/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/30/2023 - 3:32 PM |

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of
Newly annexed areas in Kings Branch and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Kings Branch annexed area
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

Cottage Hill Corridor annexed area
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

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

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to B-1, Buffer Business – Suburban:

**Kings Branch annexed area**
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

**Cottage Hill Corridor annexed area**
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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

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

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

**Kings Branch annexed area**
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

**Cottage Hill Corridor annexed area**
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

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

Adopted:

_____

**Lisa Lambert, City Clerk**

**City of Mobile**
**Various properties in the Kings Branch and Cottage Hill Corridor Annexed Areas**

**R-1 to B-1**

**Council District 6**
**Josh Woods**

**Council District 7**
**Gina Gregory**

Planning Commission
November 16, 2023

# Proposed Zoning Map Amendments

## For recently annexed areas

**Report Contents:** **Page**

Considerations ..... 2
Kings Branch Proposed Zoning Map ..... 3
Orchard Estates Proposed Zoning Map ..... 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

## Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

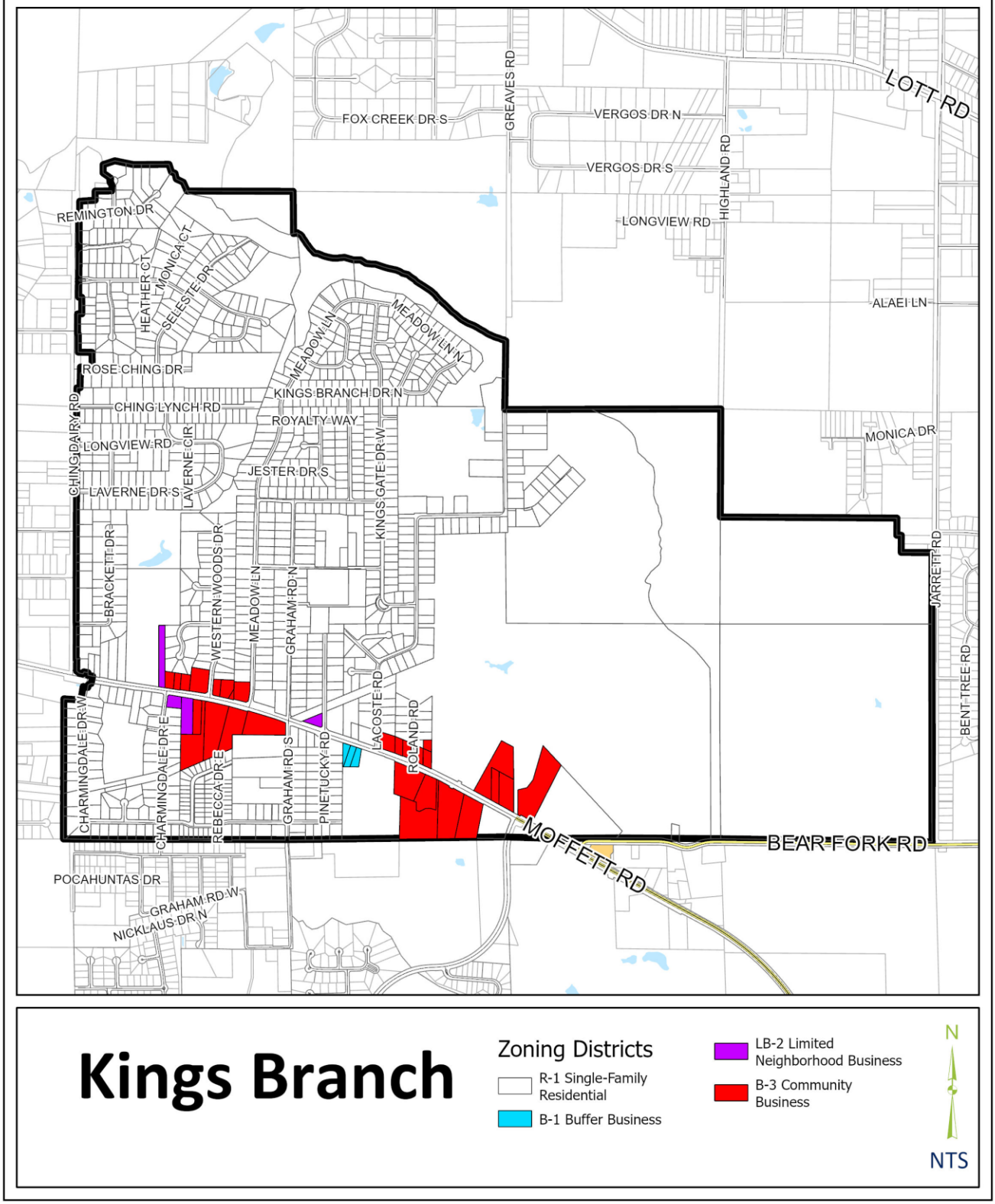
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

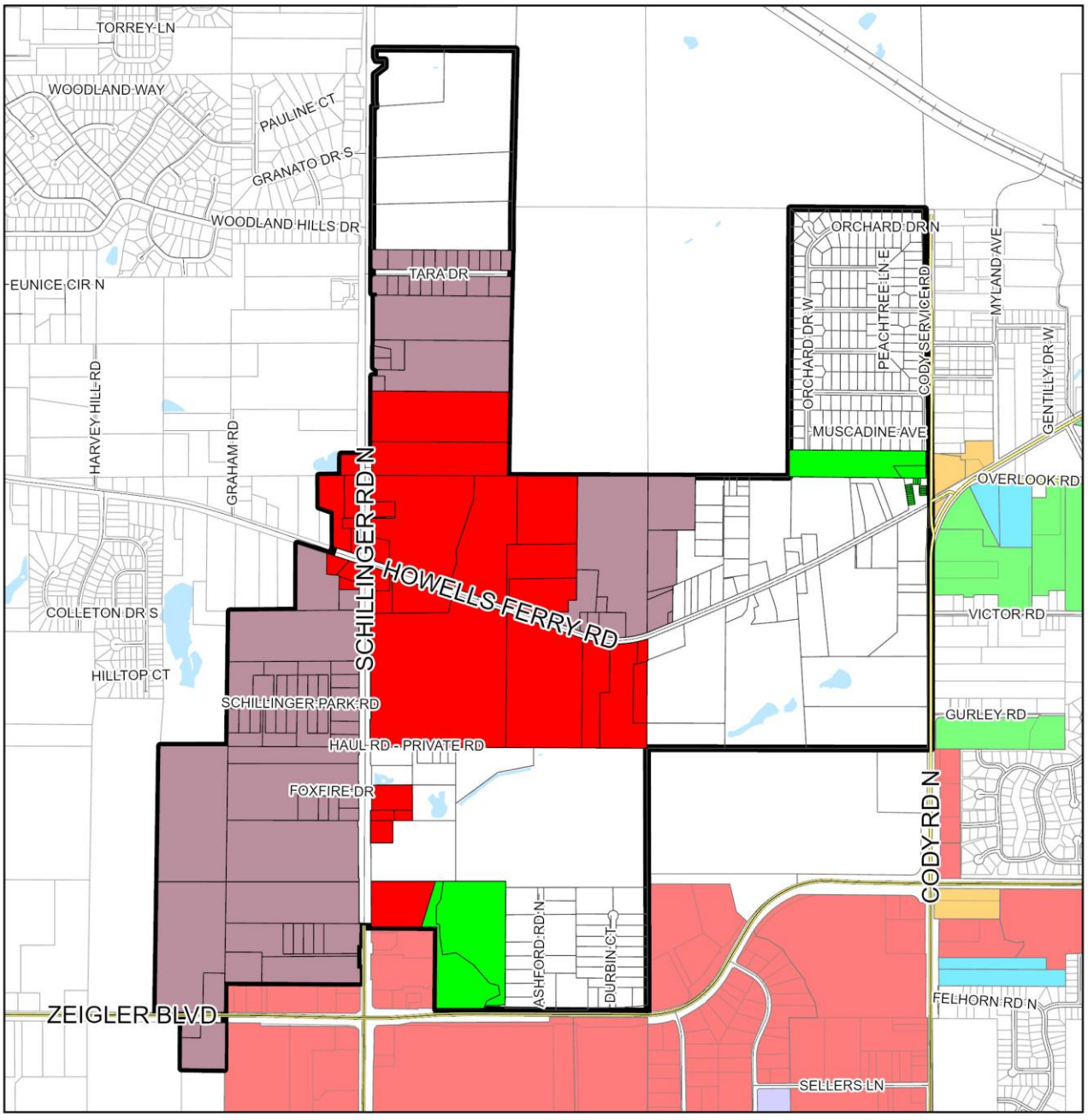
## Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

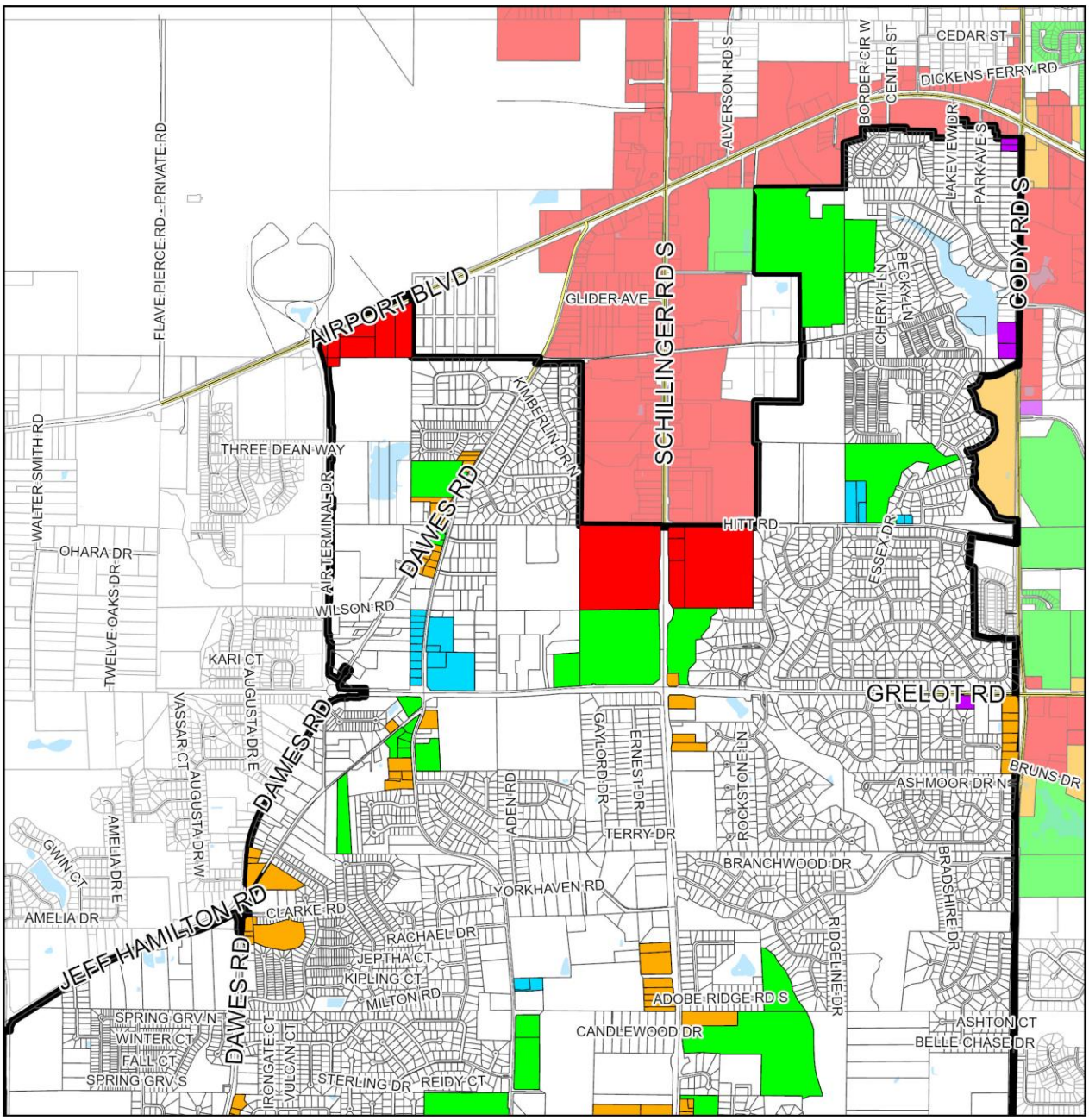
# PROPOSED ZONING MAP



# PROPOSED ZONING MAP



# PROPOSED ZONING MAP




# Cottage Hill
## *NORTH CORRIDOR*

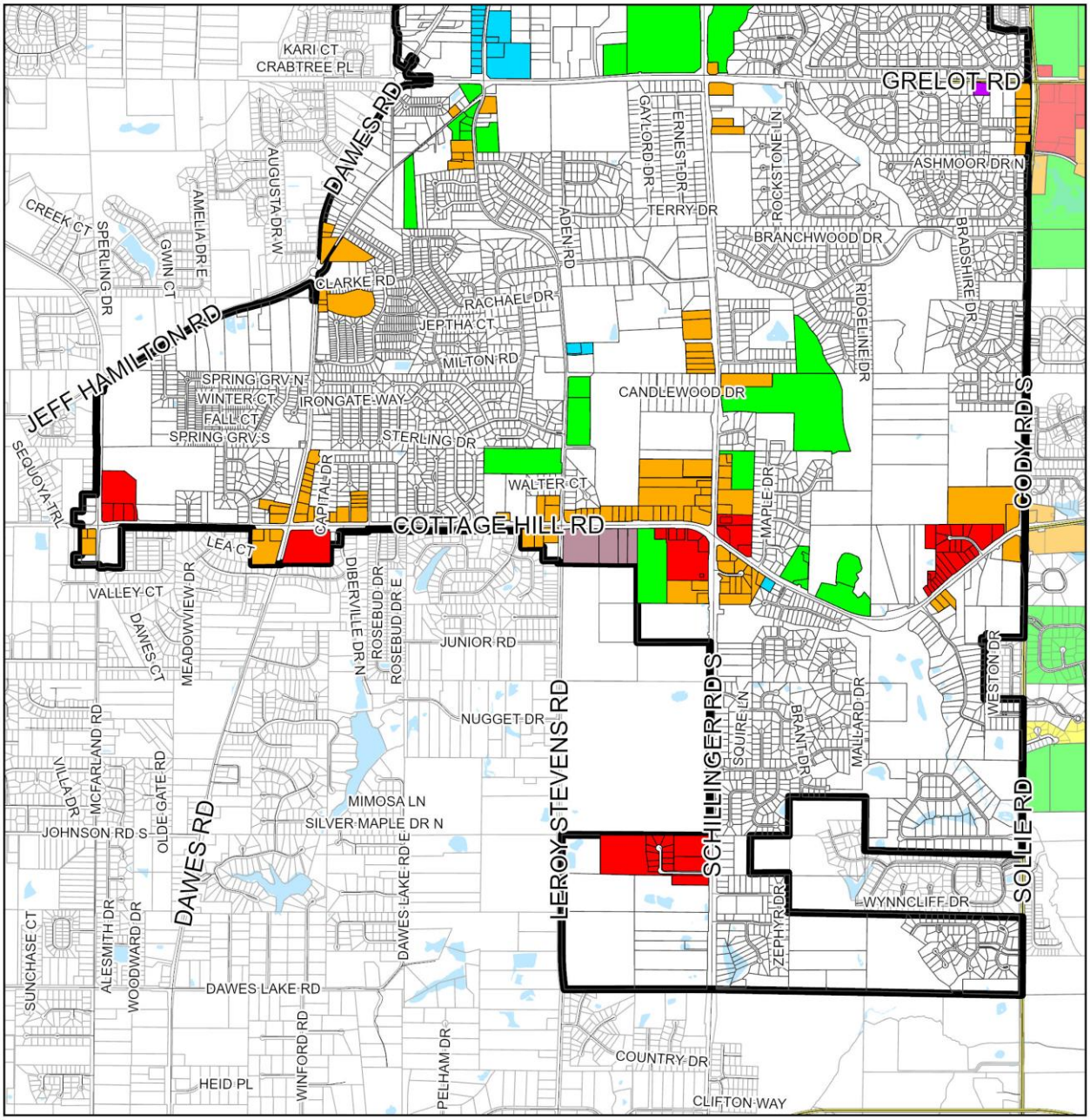
**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

# PROPOSED ZONING MAP




# Cottage Hill
## *SOUTH CORRIDOR*

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

# THE CITY OF MOBILE, ALABAMA
## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

# Mobile Planning Commission
# Results Agenda
November 16, 2023 – 2:00 P.M.

## ADMINISTRATIVE

### Roll Call

| | | | |
|---|---|---|---|
| x | Mr. John W. "Jay" Stubbs, Jr., Chairman | | Mr. Matt Anderson (MD) |
| x | Mr. Kirk Mattei, Vice Chairman | x | Mr. Nick Amberger (AO) |
| | Ms. Jennifer Denson, Secretary | x | Mr. Josh Woods (CC) |
| | Ms. Shirley Sessions | x | Mr. Harry Brislin, IV (S) |
| x | Mr. Larry Dorsey | x | Mr. Kenny Nichols (S) |
| x | Mr. Chad Anderson | | |
| (S) Supernumerary | (MD) Mayor's Designee | (AO) Administrative Official | (CC) City Council Representative |

**Staff:** Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

**Adoption of the Agenda:** Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

## OTHER BUSINESS

**Public Hearing**

**Zoning Amendments for Annexed Areas**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is**

**recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).**

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 11/30/2023 |
| cover letter | Cover Memo | 11/30/2023 |
| study report | Cover Memo | 11/30/2023 |
| PC results | Cover Memo | 11/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/30/2023 - 3:52 PM |

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of
Newly annexed areas in Kings Branch and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to LB-2, Limited Neighborhood Business Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Kings Branch annexed area
(4 parcels)

R022309293000040.001
R022309293000075.000
R022309293000076.000
R022309294000061.000

Cottage Hill Corridor annexed area
(5 parcels)

R022804191002002.000
R022804191002003.000
R022804194002006.000
R022804194002006.001
R022809311000009.039

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – 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 LB-2, Limited Neighborhood Business – 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.

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – Suburban:

| **Kings Branch annexed area** (4 parcels) | **Cottage Hill Corridor annexed area** (5 parcels) |
|---|---|
| R022309293000040.001 | R022804191002002.000 |
| R022309293000075.000 | R022804191002003.000 |
| R022309293000076.000 | R022804194002006.000 |
| R022309294000061.000 | R022804194002006.001 |
| | R022809311000009.039 |

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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

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

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**Kings Branch annexed area**
(4 parcels)

R022309293000040.001
R022309293000075.000
R022309293000076.000
R022309294000061.000

**Cottage Hill Corridor annexed area**
(5 parcels)

R022804191002002.000
R022804191002003.000
R022804194002006.000
R022804194002006.001
R022809311000009.039

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – 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 **LB-2, Limited Neighborhood Business – 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.

Adopted:

_____

**Lisa Lambert, City Clerk**

**City of Mobile**
**Various properties in the Kings Branch and Cottage Hill Corridor Annexed Areas**

**R-1 to LB-2**

**Council District 6**
**Josh Woods**

**Council District 7**
**Gina Gregory**

# THE CITY OF MOBILE, ALABAMA
## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

# Proposed Zoning Map Amendments

## For recently annexed areas

**Report Contents:** **Page**

Considerations ..... 2
Kings Branch Proposed Zoning Map ..... 3
Orchard Estates Proposed Zoning Map ..... 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

## Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

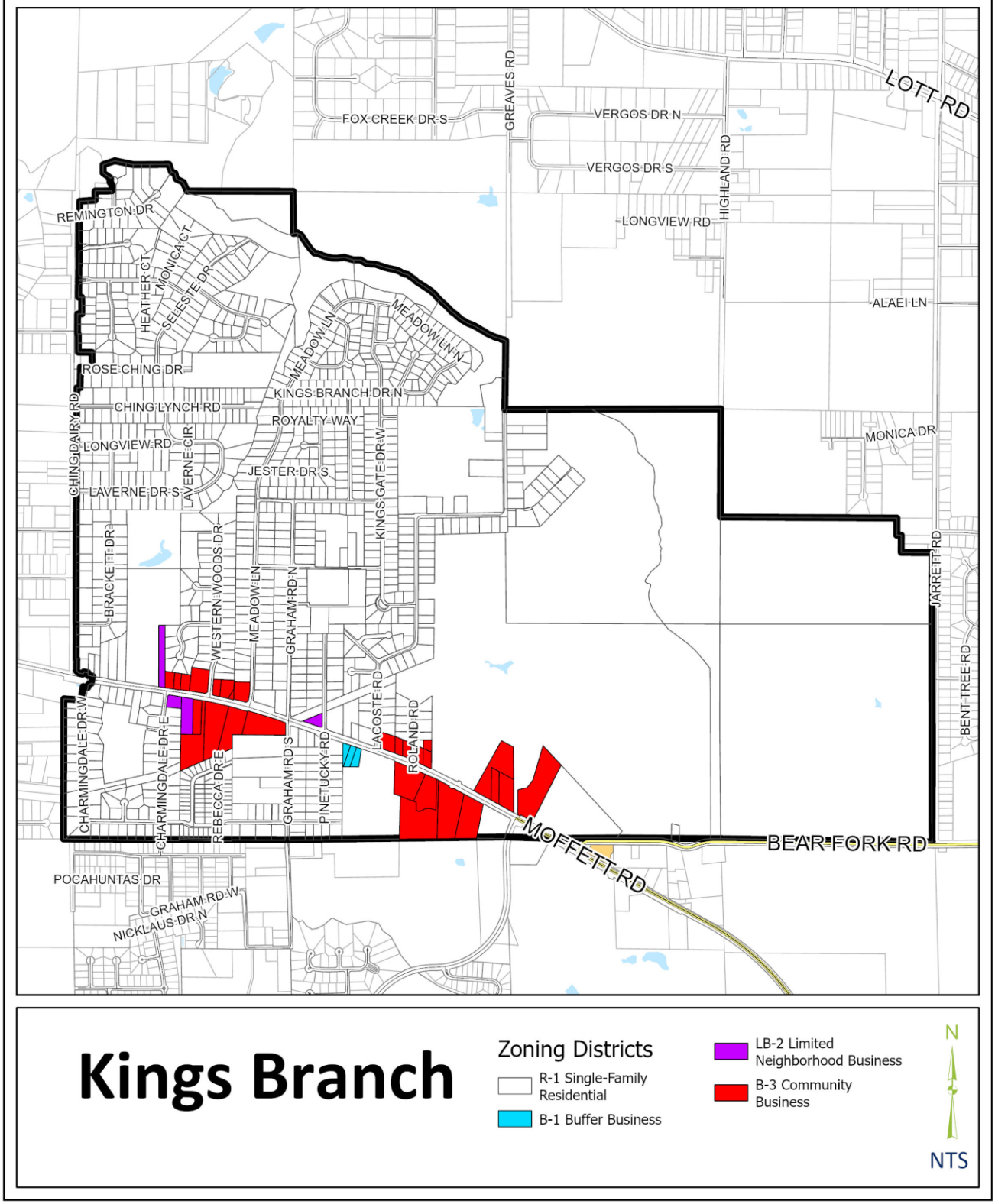
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

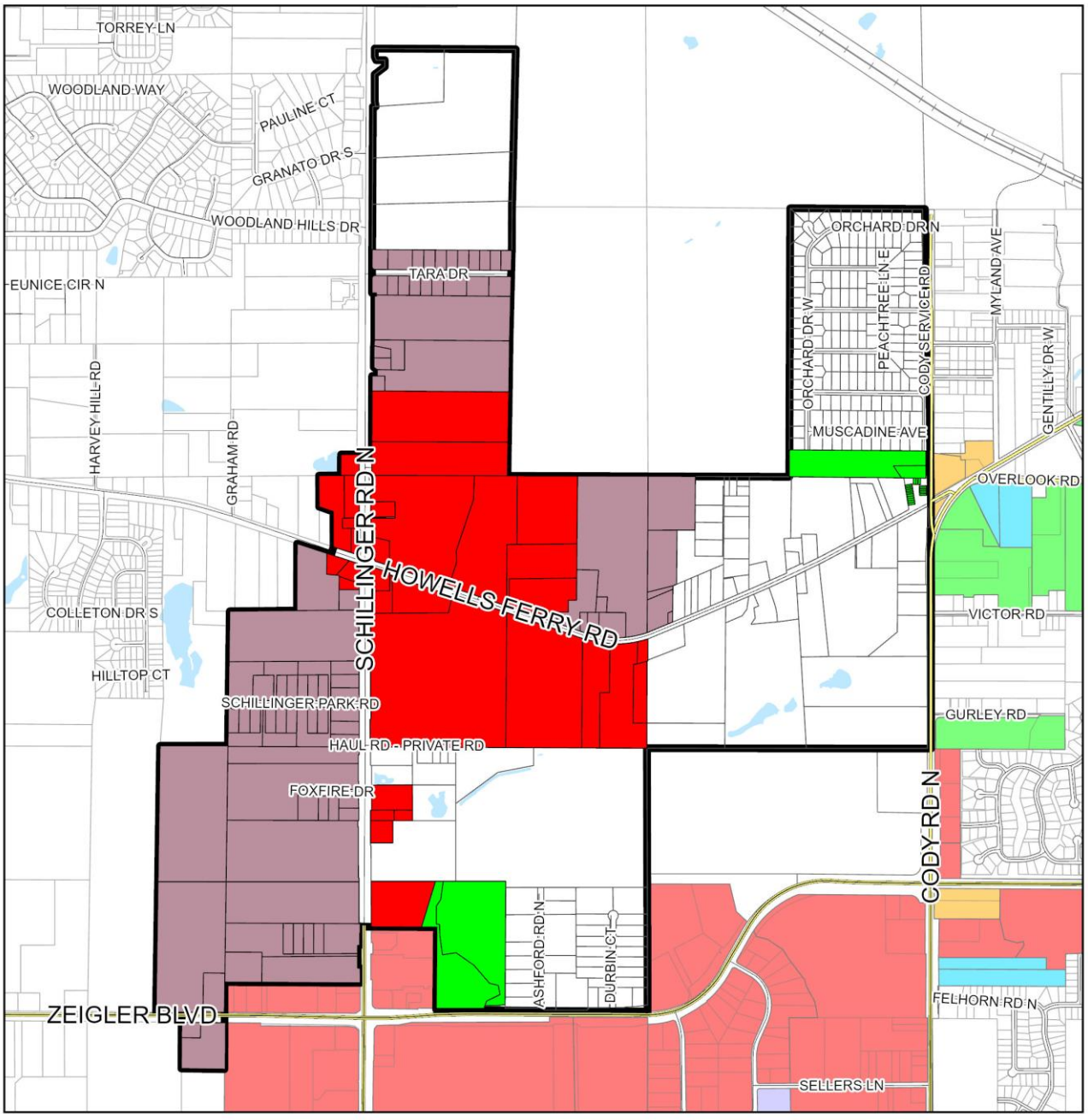
## Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

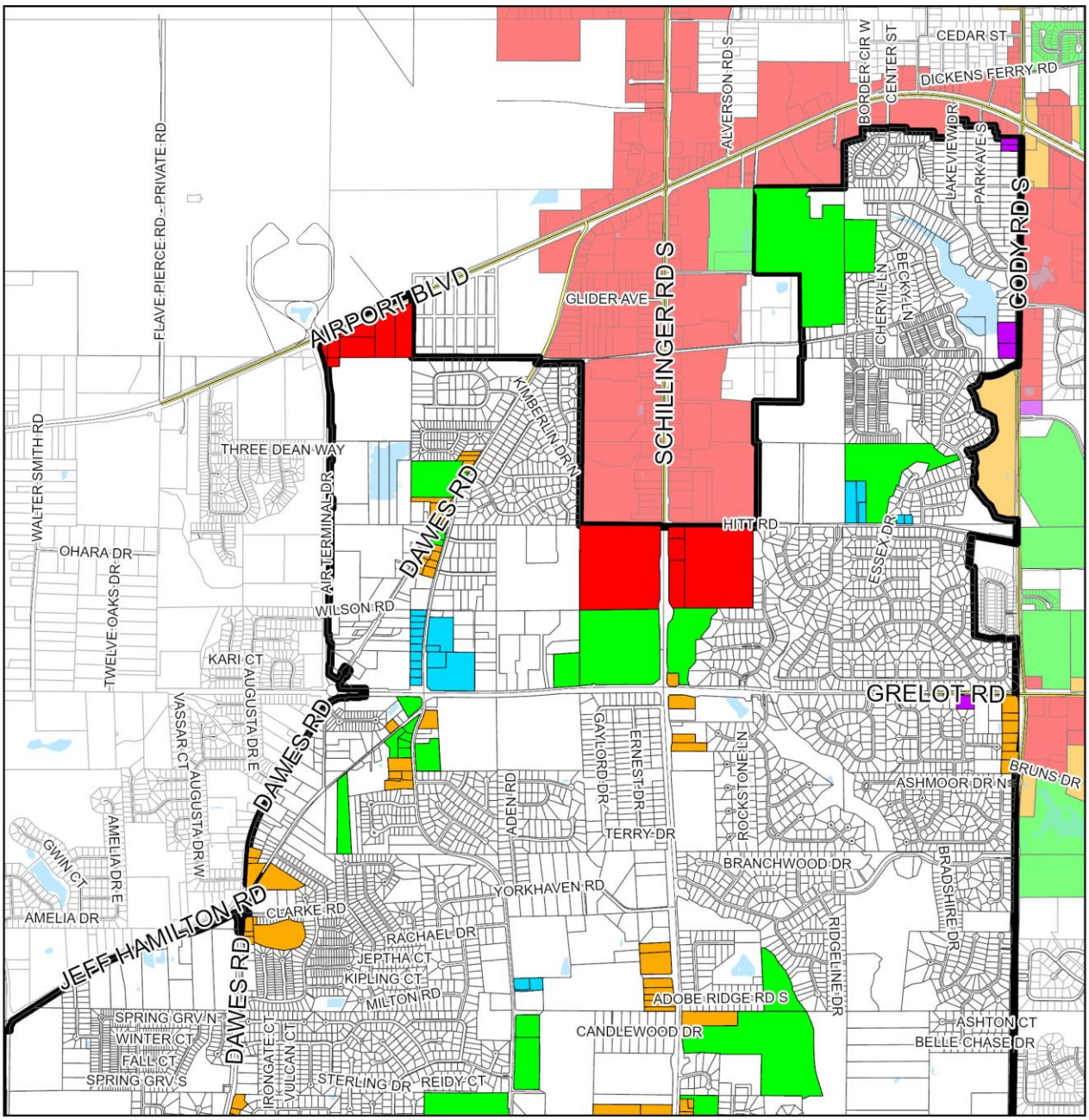
# PROPOSED ZONING MAP



# PROPOSED ZONING MAP



# PROPOSED ZONING MAP




# Cottage Hill
## *NORTH CORRIDOR*

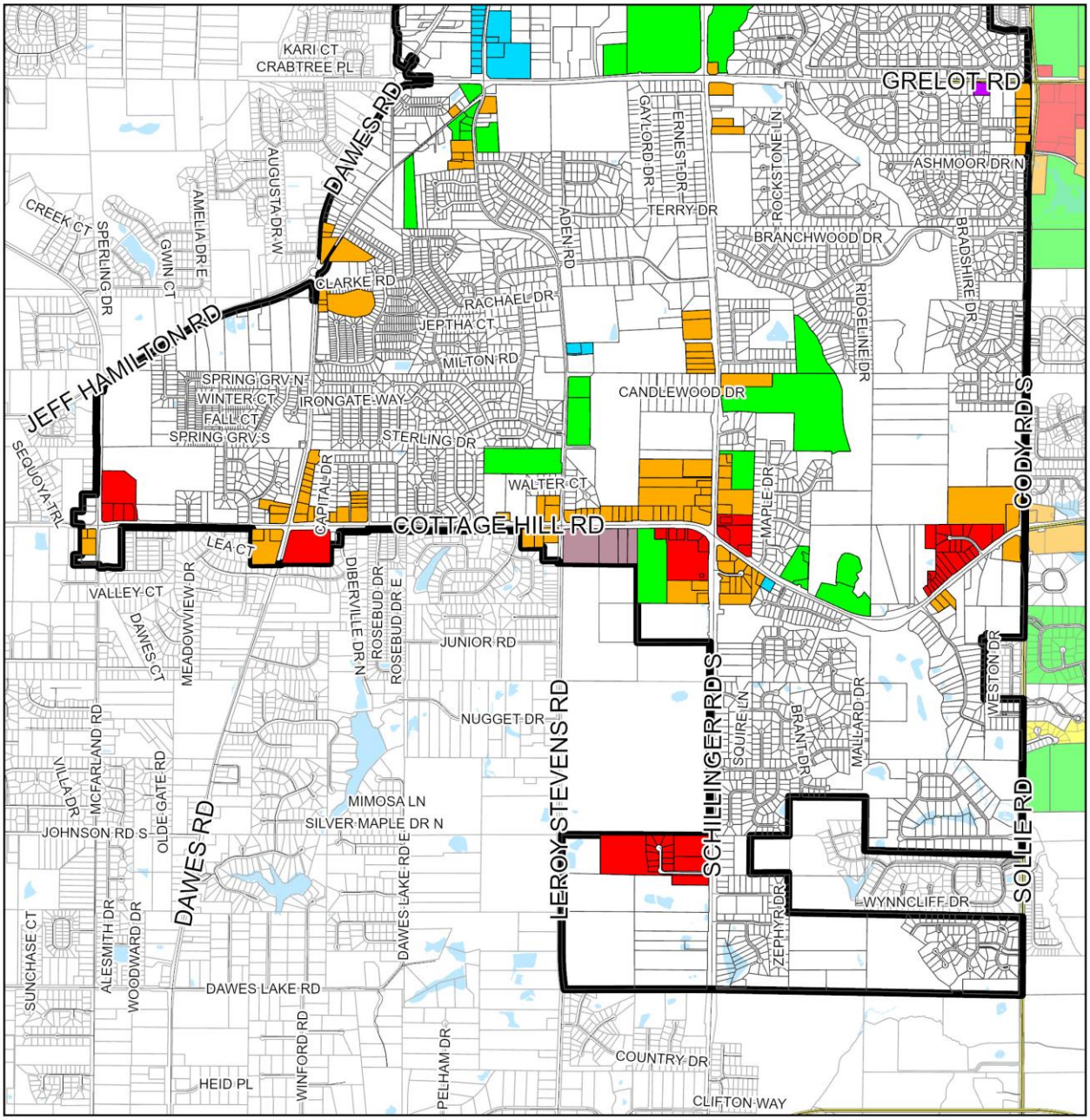
**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

# PROPOSED ZONING MAP



# Mobile Planning Commission
# Results Agenda
November 16, 2023 – 2:00 P.M.

## ADMINISTRATIVE

### Roll Call

| | | | |
|---|---|---|---|
| x | Mr. John W. "Jay" Stubbs, Jr., Chairman | | Mr. Matt Anderson (MD) |
| x | Mr. Kirk Mattei, Vice Chairman | x | Mr. Nick Amberger (AO) |
| | Ms. Jennifer Denson, Secretary | x | Mr. Josh Woods (CC) |
| | Ms. Shirley Sessions | x | Mr. Harry Brislin, IV (S) |
| x | Mr. Larry Dorsey | x | Mr. Kenny Nichols (S) |
| x | Mr. Chad Anderson | | |
| (S) Supernumerary | (MD) Mayor's Designee | (AO) Administrative Official | (CC) City Council Representative |

**Staff:** Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

**Adoption of the Agenda:** Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

## OTHER BUSINESS

**Public Hearing**

**Zoning Amendments for Annexed Areas**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is**

**recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).**

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

## ATTACHMENTS:

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|---|---|---|
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| study report | Cover Memo | 11/30/2023 |
| PC results | Cover Memo | 11/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/30/2023 - 3:45 PM |

# RESOLUTION

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Notice of Public Hearing for the Proposed Rezoning of
Newly annexed areas in the Cottage Hill Corridor

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**Cottage Hill Corridor annexed area** (157 parcels)

R022707252000025.001
R022707252000025.01
R022707252000026.001
R022707252000026.002
R022707252000026.01
R022707252000026.02
R022707252000072.000
R022707253000012.002
R022707253000012.003
R022707253000012.008
R022707253000012.009
R022707253000012.010
R022707253000012.012
R022707253000012.014
R022707350000043.011
R022707350000043.012

R022707350000052.000
R022707350000056.000
R022707350000056.002
R022707361000029.000
R022707362000003.000
R022707362000005.004
R022707362000014.000
R022707362000014.01
R022707362000015.000
R022707362000016.001
R022707362000016.002
R022707364000022.000
R022707364000023.000
R022707364000024.000
R022707364000024.001
R022707364000024.002
R022707364000024.003
R022707364000024.004
R022809303000001.201
R022809311000002.001
R022809311000002.002
R022809311000004.000
R022809311000005.001
R022809311000005.002
R022809311000005.003
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R022809312000004.000
R022809312000005.000
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R023303062000050.003
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R023303062000050.005
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R023303062000065.001
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R023401020001006.030
R023401020001006.031
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R023401020001008.000
R023401020001009.000
R023401020001009.01
R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005
R023401020001020.006
R023401020001048.002
R023401020001048.003
R023401020002004.000
R023401020002004.001
R023401020002006.068
R023401020002015.000
R023401020002015.001
R023401020002015.002
R023402030000030.002
R023402030000030.003
R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – 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-2, Neighborhood Business – 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.

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| | | |
|---|---|---|
| R022707252000025.001 | R022707364000022.000 | R023303063000031.002 |
| R022707252000025.01 | R022707364000023.000 | R023303063000031.003 |
| R022707252000026.001 | R022707364000024.000 | R023303063000031.005 |
| R022707252000026.002 | R022707364000024.001 | R023303063000031.006 |
| R022707252000026.01 | R022707364000024.002 | R023303063000031.007 |
| R022707252000026.02 | R022707364000024.003 | R023303063000031.008 |
| R022707252000072.000 | R022707364000024.004 | R023303063000031.009 |
| R022707253000012.002 | R022809303000001.201 | R023303063000031.010 |
| R022707253000012.003 | R022809311000002.001 | R023303063000031.011 |
| R022707253000012.008 | R022809311000002.002 | R023303063000031.013 |
| R022707253000012.009 | R022809311000004.000 | R023303063000033.000 |
| R022707253000012.010 | R022809311000005.001 | R023303063000033.001 |
| R022707253000012.012 | R022809311000005.002 | R023303063000033.049 |
| R022707253000012.014 | R022809311000005.003 | R023303064000044.000 |
| R022707350000043.011 | R022809311000006.000 | R023303064000060.000 |
| R022707350000043.012 | R022809312000003.000 | R023303064000060.001 |
| R022707350000052.000 | R022809312000004.000 | R023303064000062.000 |
| R022707350000056.000 | R022809312000005.000 | R023303073000009.000 |
| R022707350000056.002 | R023303062000050.001 | R023303073000009.002 |
| R022707361000029.000 | R023303062000050.003 | R023303073000009.003 |
| R022707362000003.000 | R023303062000050.004 | R023401011000020.000 |
| R022707362000005.004 | R023303062000050.005 | R023401011000021.000 |
| R022707362000014.000 | R023303062000050.006 | R023401011000022.000 |
| R022707362000014.01 | R023303062000050.007 | R023401011000022.001 |
| R022707362000015.000 | R023303062000065.001 | R023401011000022.002 |
| R022707362000016.001 | R023303062000065.002 | R023401011000022.003 |
| R022707362000016.002 | R023303063000031.000 | R023401011000022.004 |

R023401011000022.005
R023401011000022.006
R023401011000022.007
R023401011000022.008
R023401011000022.009
R023401011000022.010
R023401011000022.011
R023401011000022.012
R023401011000022.013
R023401011000022.014
R023401011000022.015
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R023401011000023.01
R023401011000024.003
R023401011000025.000
R023401011000027.000
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R023401011000029.01
R023401011000030.000
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R023401011000035.000
R023401011000036.000
R023401011000037.000
R023401011000038.000
R023401011000039.000
R023401012000009.000
R023401012000010.000
R023401012000010.001
R023401012000011.000
R023401012000012.000
R023401013000001.000
R023401013000041.000
R023401013000041.001
R023401014000002.007
R023401014000002.008
R023401014000002.010
R023401020001006.026
R023401020001006.029
R023401020001006.030
R023401020001006.031
R023401020001007.000
R023401020001008.000
R023401020001009.000
R023401020001009.01
R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005
R023401020001020.006
R023401020001048.002
R023401020001048.003
R023401020002004.000
R023401020002004.001
R023401020002006.068
R023401020002015.000
R023401020002015.001
R023401020002015.002
R023402030000030.002
R023402030000030.003
R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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

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

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

**Cottage Hill Corridor annexed area** (157 parcels)

R022707252000025.001
R022707252000025.01
R022707252000026.001
R022707252000026.002
R022707252000026.01
R022707252000026.02
R022707252000072.000
R022707253000012.002
R022707253000012.003
R022707253000012.008
R022707253000012.009
R022707253000012.010
R022707253000012.012
R022707253000012.014
R022707350000043.011
R022707350000043.012
R022707350000052.000
R022707350000056.000
R022707350000056.002
R022707361000029.000
R022707362000003.000
R022707362000005.004
R022707362000014.000
R022707362000014.01
R022707362000015.000
R022707362000016.001
R022707362000016.002
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R022707364000023.000
R022707364000024.000
R022707364000024.001
R022707364000024.002
R022707364000024.003
R022707364000024.004
R022809303000001.201
R022809311000002.001
R022809311000002.002
R022809311000004.000
R022809311000005.001
R022809311000005.002
R022809311000005.003
R022809311000006.000
R022809312000003.000
R022809312000004.000
R022809312000005.000
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R023303062000050.003
R023303062000050.004
R023303062000050.005
R023303062000050.006
R023303062000050.007
R023303062000065.001

R023303062000065.002
R023303063000031.000
R023303063000031.002
R023303063000031.003
R023303063000031.005
R023303063000031.006
R023303063000031.007
R023303063000031.008
R023303063000031.009
R023303063000031.010
R023303063000031.011
R023303063000031.013
R023303063000033.000
R023303063000033.001
R023303063000033.049
R023303064000044.000
R023303064000060.000
R023303064000060.001
R023303064000062.000
R023303073000009.000
R023303073000009.002
R023303073000009.003
R023401011000020.000
R023401011000021.000
R023401011000022.000
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R023401013000001.000
R023401013000041.000
R023401013000041.001
R023401014000002.007
R023401014000002.008
R023401014000002.010
R023401020001006.026
R023401020001006.029
R023401020001006.030
R023401020001006.031
R023401020001007.000
R023401020001008.000
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R023401020001009.01
R023401020001010.001
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R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005

| | |
|---|---|
| R023401020001020.006 | R023401020002015.000 |
| R023401020001048.002 | R023401020002015.001 |
| R023401020001048.003 | R023401020002015.002 |
| R023401020002004.000 | R023402030000030.002 |
| R023401020002004.001 | R023402030000030.003 |
| R023401020002006.068 | R023402030000030.005 |

And that portion of parcel R022707350000043.002 located within the city limits.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – 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-2, Neighborhood Business – 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.

Adopted:

_____

**Lisa Lambert, City Clerk**

**City of Mobile**
**Various properties in the Cottage Hill Corridor Annexed Area**

**R-1 to B-2**

**Council District 6**
**Josh Woods**

# THE CITY OF MOBILE, ALABAMA
## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

# Proposed Zoning Map Amendments

## For recently annexed areas

**Report Contents:** **Page**


Considerations ..... 2
Kings Branch Proposed Zoning Map ..... 3
Orchard Estates Proposed Zoning Map ..... 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6


## Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

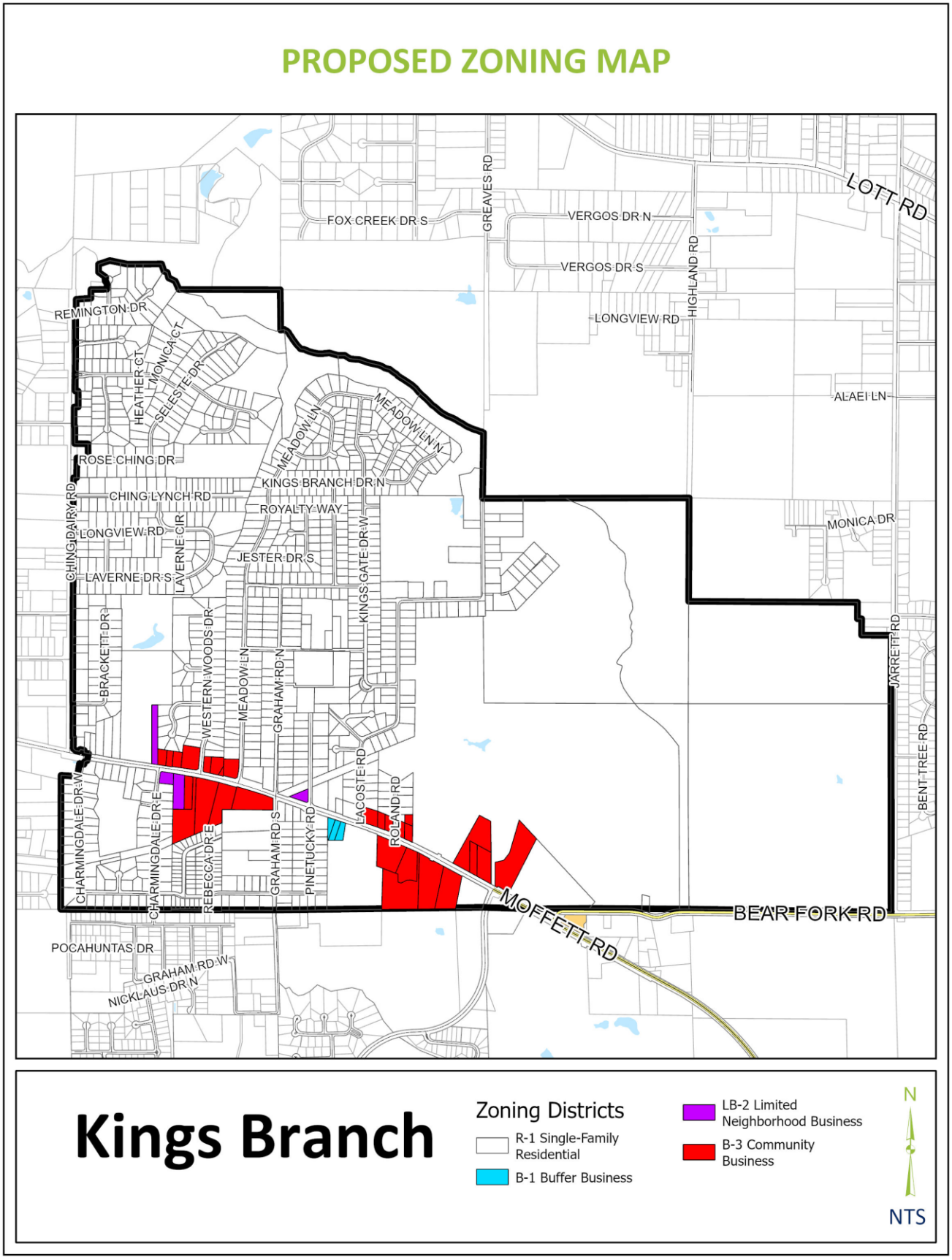
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

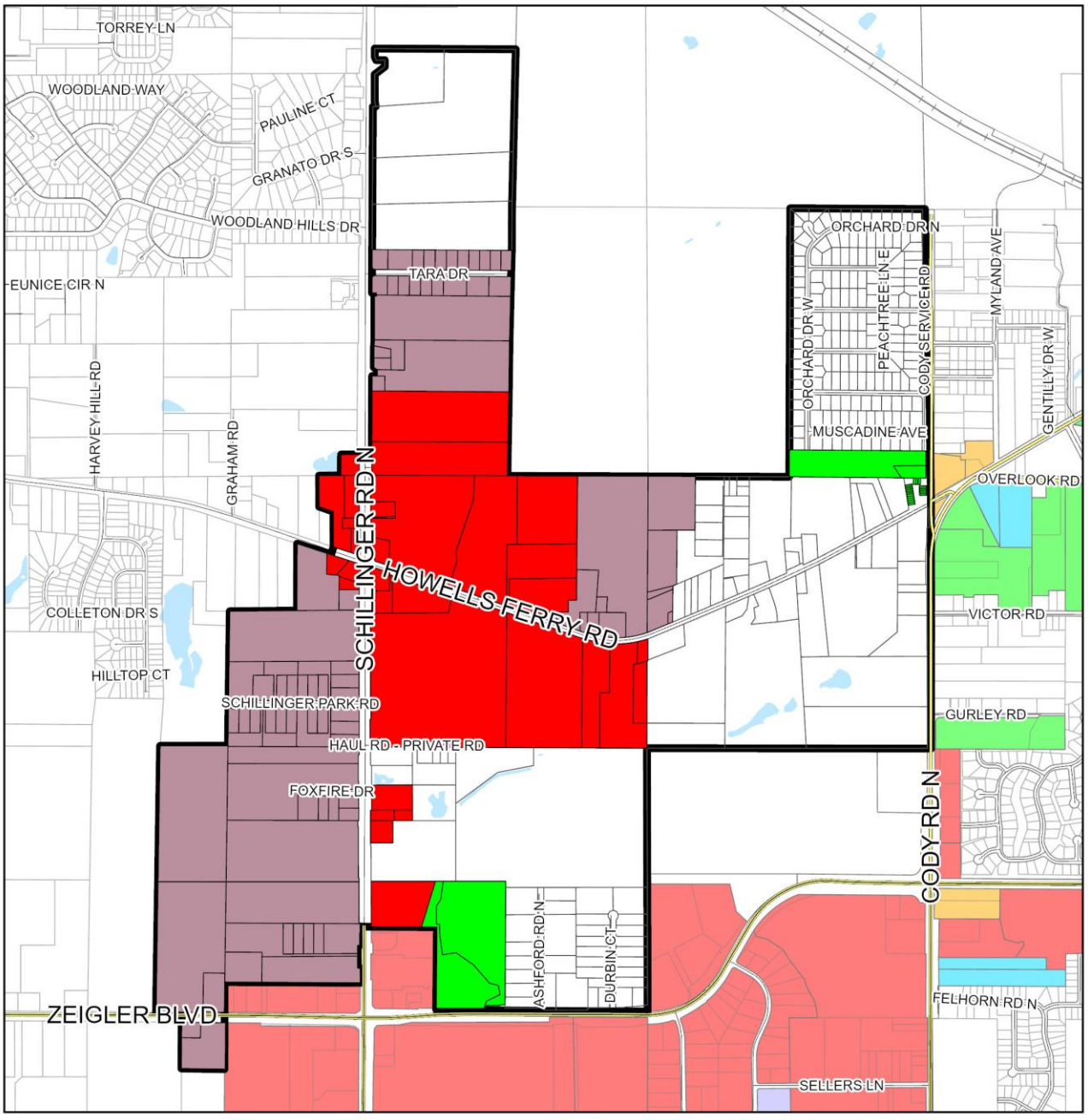
## Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

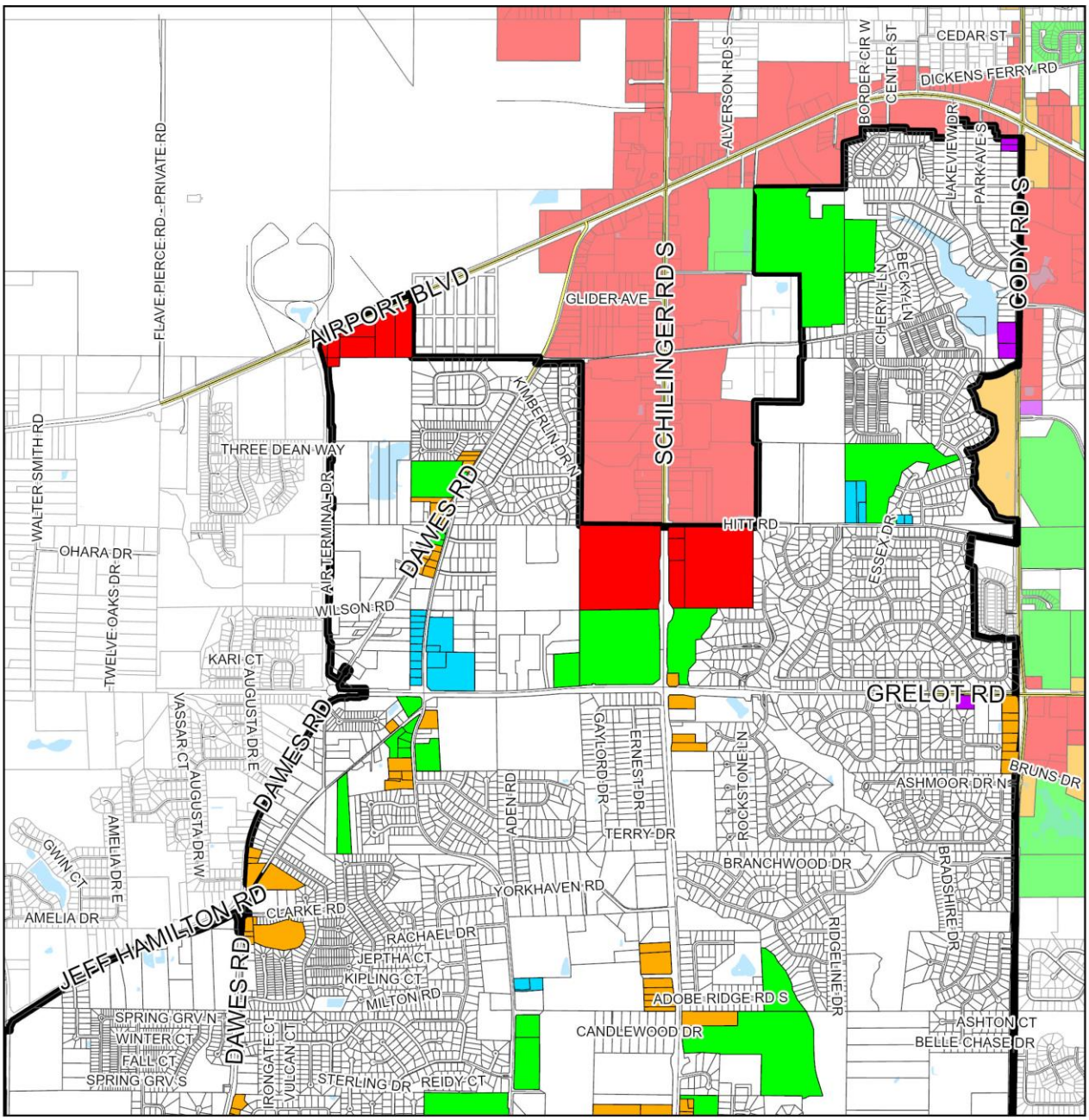
# PROPOSED ZONING MAP



# PROPOSED ZONING MAP



# PROPOSED ZONING MAP




# Cottage Hill
## *NORTH CORRIDOR*

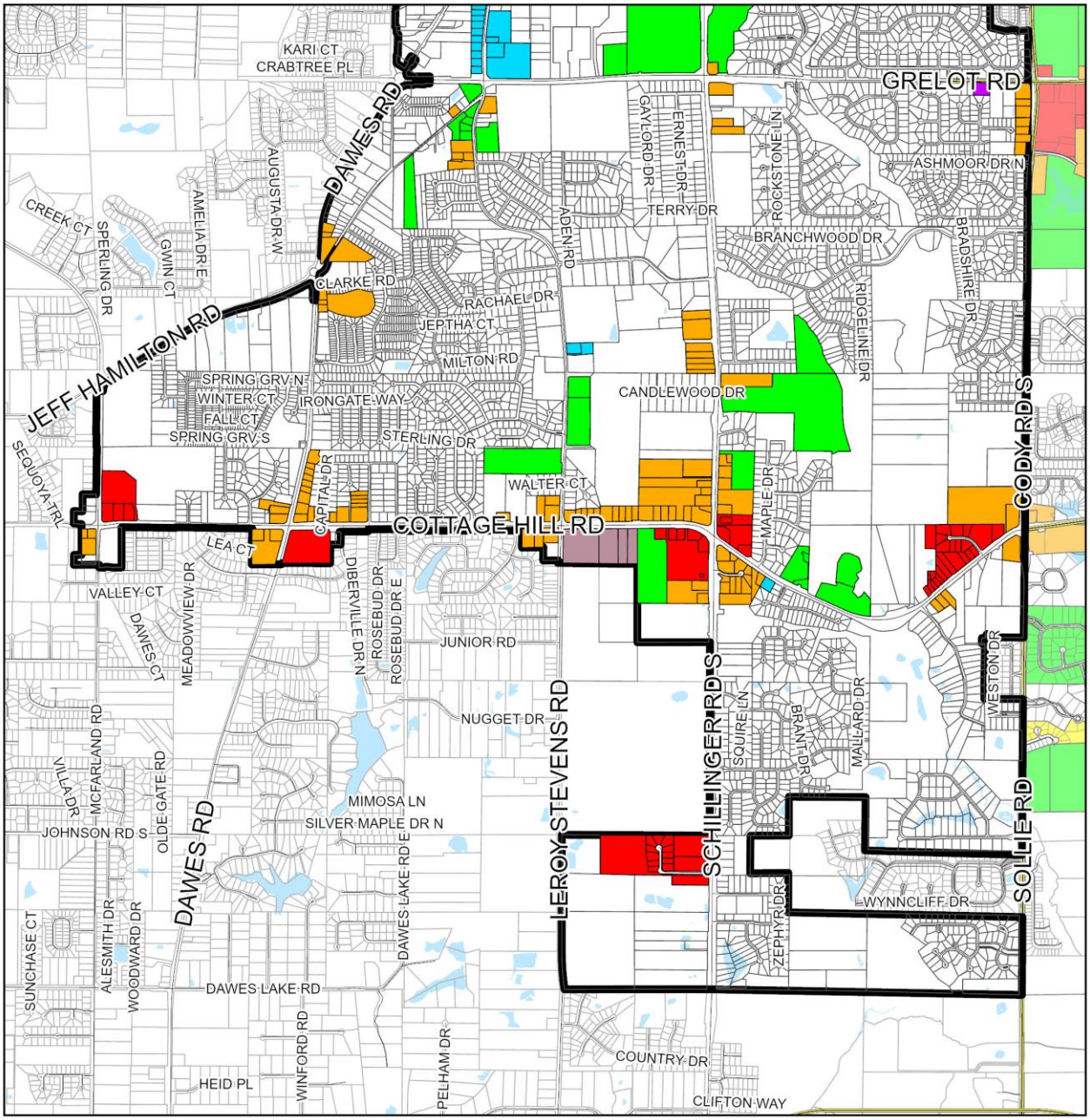
**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

# PROPOSED ZONING MAP




# Cottage Hill
## *SOUTH CORRIDOR*

**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

# Mobile Planning Commission
# Results Agenda
November 16, 2023 – 2:00 P.M.

## ADMINISTRATIVE

### Roll Call

| | | | |
|---|---|---|---|
| x | Mr. John W. "Jay" Stubbs, Jr., Chairman | | Mr. Matt Anderson (MD) |
| x | Mr. Kirk Mattei, Vice Chairman | x | Mr. Nick Amberger (AO) |
| | Ms. Jennifer Denson, Secretary | x | Mr. Josh Woods (CC) |
| | Ms. Shirley Sessions | x | Mr. Harry Brislin, IV (S) |
| x | Mr. Larry Dorsey | x | Mr. Kenny Nichols (S) |
| x | Mr. Chad Anderson | | |
| (S) Supernumerary | (MD) Mayor's Designee | (AO) Administrative Official | (CC) City Council Representative |

**Staff:** Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

**Adoption of the Agenda:** Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

## OTHER BUSINESS

**Public Hearing**

**Zoning Amendments for Annexed Areas**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is**

**recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).**

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 11/30/2023 |
| cover letter | Cover Memo | 11/30/2023 |
| study report | Cover Memo | 11/30/2023 |
| PC results | Cover Memo | 11/30/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 11/30/2023 - 4:12 PM |

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of
Newly annexed areas in Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to CW, Commercial Warehouse.

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.

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Orchard Estates annexed area
(90 parcels)

R022701120000016.001
R022701120000016.002
R022701120000020.01
R022701120000031.02
R022701120000032.000
R022701120000032.001
R022701120000033.000
R022701120000033.01
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R022701120000035.001
R022701120000035.002
R022701120000035.003
R022701120000035.01
R022701120000035.02
R022701120000036.000
R022701120000036.001
R022701120000037.000
R022701120000037.001
R022701120000037.002
R022701120000037.003
R022701120000037.01
R022701120000037.02
R022701120000037.03
R022701120000037.04
R022701120000045.000
R022706130000003.000
R022706130000003.002
R022803063000004.000
R022803063000004.01
R022803063000004.02
R022803063000004.03
R022803063000004.04
R022803063000005.000
R022803063000006.000
R022803063000006.01
R022803063000006.02
R022803063000006.03
R022803063000006.04
R022803063000006.05
R022803063000006.06
R022803063000007.000
R022803063000008.000
R022803063000009.000
R022803063000010.000
R022803063000010.001
R022803063000010.002
R022803063000010.003
R022803063000011.000
R022803063000011.01
R022803063000011.02
R022803063000011.03
R022803063000012.000
R022803063000013.000
R022803071000015.000
R022803071000015.001
R022803071000016.000
R022803071000016.001
R022803071000021.000
R022803072000001.000
R022803072000001.01
R022803072000002.000
R022803072000003.000
R022803072000003.01
R022803072000005.000
R022803072000005.001

Cottage Hill Corridor annexed area
(4 parcels)

R023401014000003.000
R023401014000004.000

And that portion of the following parcels located within the city limits:
R023401014000005.000
R023401014000007.000

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse, 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 CW, Commercial Warehouse, 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.

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse:

**Orchard Estates annexed area**
(90 parcels)

| | | |
|---|---|---|
| R022701120000016.001 | R022701120000033.24 | R022803063000004.02 |
| R022701120000016.002 | R022701120000033.25 | R022803063000004.03 |
| R022701120000020.01 | R022701120000033.27 | R022803063000004.04 |
| R022701120000031.02 | R022701120000033.28 | R022803063000005.000 |
| R022701120000032.000 | R022701120000033.29 | R022803063000006.000 |
| R022701120000032.001 | R022701120000034.000 | R022803063000006.01 |
| R022701120000033.000 | R022701120000035.000 | R022803063000006.02 |
| R022701120000033.01 | R022701120000035.001 | R022803063000006.03 |
| R022701120000033.02 | R022701120000035.002 | R022803063000006.04 |
| R022701120000033.03 | R022701120000035.003 | R022803063000006.05 |
| R022701120000033.04 | R022701120000035.01 | R022803063000006.06 |
| R022701120000033.05 | R022701120000035.02 | R022803063000007.000 |
| R022701120000033.06 | R022701120000036.000 | R022803063000008.000 |
| R022701120000033.07 | R022701120000036.001 | R022803063000009.000 |
| R022701120000033.08 | R022701120000037.000 | R022803063000010.000 |
| R022701120000033.09 | R022701120000037.001 | R022803063000010.001 |
| R022701120000033.10 | R022701120000037.002 | R022803063000010.002 |
| R022701120000033.13 | R022701120000037.003 | R022803063000010.003 |
| R022701120000033.15 | R022701120000037.01 | R022803063000011.000 |
| R022701120000033.16 | R022701120000037.02 | R022803063000011.01 |
| R022701120000033.17 | R022701120000037.03 | R022803063000011.02 |
| R022701120000033.18 | R022701120000037.04 | R022803063000011.03 |
| R022701120000033.19 | R022701120000045.000 | R022803063000012.000 |
| R022701120000033.20 | R022706130000003.000 | R022803063000013.000 |
| R022701120000033.21 | R022706130000003.002 | R022803071000015.000 |
| R022701120000033.22 | R022803063000004.000 | R022803071000015.001 |
| R022701120000033.23 | R022803063000004.01 | R022803071000016.000 |

| | | |
|---|---|---|
| R022803071000016.001 | R022803072000001.01 | R022803072000003.01 |
| R022803071000021.000 | R022803072000002.000 | R022803072000005.000 |
| R022803072000001.000 | R022803072000003.000 | R022803072000005.001 |

**Cottage Hill Corridor annexed area**
(4 parcels)

| | |
|---|---|
| R023401014000003.000 | And that portion of the following parcels located within the city limits: |
| R023401014000004.000 | R023401014000005.000 |
| | R023401014000007.000 |

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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

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

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

**Orchard Estates annexed area**
(90 parcels)

R022701120000016.001
R022701120000016.002
R022701120000020.01
R022701120000031.02
R022701120000032.000
R022701120000032.001
R022701120000033.000
R022701120000033.01
R022701120000033.02
R022701120000033.03
R022701120000033.04
R022701120000033.05
R022701120000033.06
R022701120000033.07
R022701120000033.08
R022701120000033.09
R022701120000033.10
R022701120000033.13
R022701120000033.15
R022701120000033.16
R022701120000033.17
R022701120000033.18
R022701120000033.19
R022701120000033.20
R022701120000033.21
R022701120000033.22
R022701120000033.23
R022701120000033.24
R022701120000033.25
R022701120000033.27
R022701120000033.28
R022701120000033.29
R022701120000034.000
R022701120000035.000
R022701120000035.001
R022701120000035.002
R022701120000035.003
R022701120000035.01
R022701120000035.02
R022701120000036.000
R022701120000036.001
R022701120000037.000
R022701120000037.001
R022701120000037.002
R022701120000037.003
R022701120000037.01
R022701120000037.02
R022701120000037.03
R022701120000037.04
R022701120000045.000

R022706130000003.000
R022706130000003.002
R022803063000004.000
R022803063000004.01
R022803063000004.02
R022803063000004.03
R022803063000004.04
R022803063000005.000
R022803063000006.000
R022803063000006.01
R022803063000006.02
R022803063000006.03
R022803063000006.04
R022803063000006.05
R022803063000006.06
R022803063000007.000
R022803063000008.000
R022803063000009.000
R022803063000010.000
R022803063000010.001
R022803063000010.002
R022803063000010.003
R022803063000011.000
R022803063000011.01
R022803063000011.02
R022803063000011.03
R022803063000012.000
R022803063000013.000
R022803071000015.000
R022803071000015.001
R022803071000016.000
R022803071000016.001
R022803071000021.000
R022803072000001.000
R022803072000001.01
R022803072000002.000
R022803072000003.000
R022803072000003.01
R022803072000005.000
R022803072000005.001

**Cottage Hill Corridor annexed area**
(4 parcels)

R023401014000003.000
R023401014000004.000

And that portion of the following parcels located within the city limits:
R023401014000005.000
R023401014000007.000

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse,** 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 **CW, Commercial Warehouse**, 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.

Adopted:

_____

**Lisa Lambert, City Clerk**

**City of Mobile**
**Various properties in the Orchard Estates and Cottage Hill Corridor Annexed Areas**

**R-1 to CW**

**Council District 6**
**Josh Woods**

**Council District 7**
**Gina Gregory**

# THE CITY OF MOBILE, ALABAMA
## PLANNING & ZONING DEPARTMENT

## MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

# Proposed Zoning Map Amendments

## For recently annexed areas

**Report Contents:** **Page**


Considerations ..... 2
Kings Branch Proposed Zoning Map ..... 3
Orchard Estates Proposed Zoning Map ..... 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6


## Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

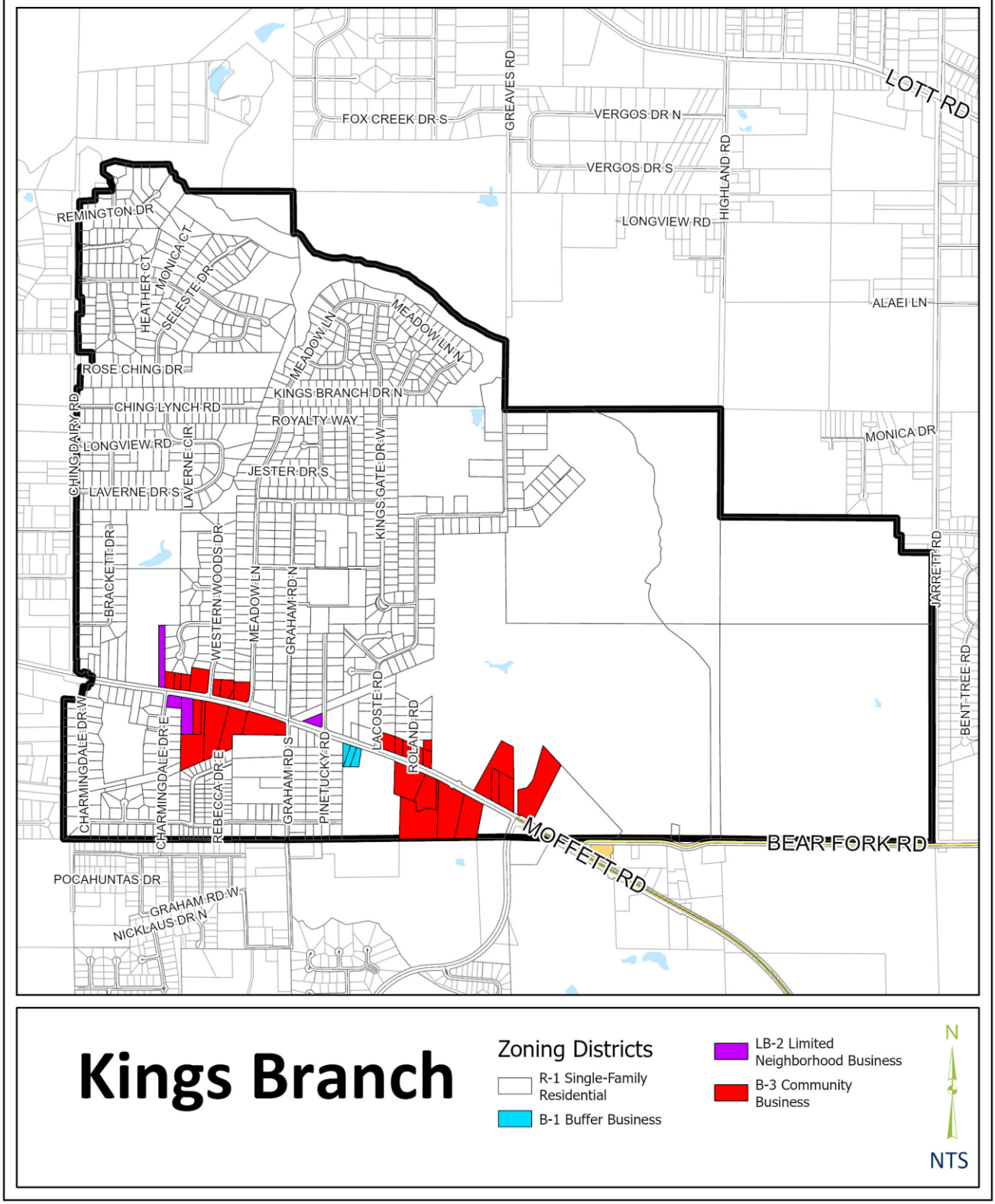
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

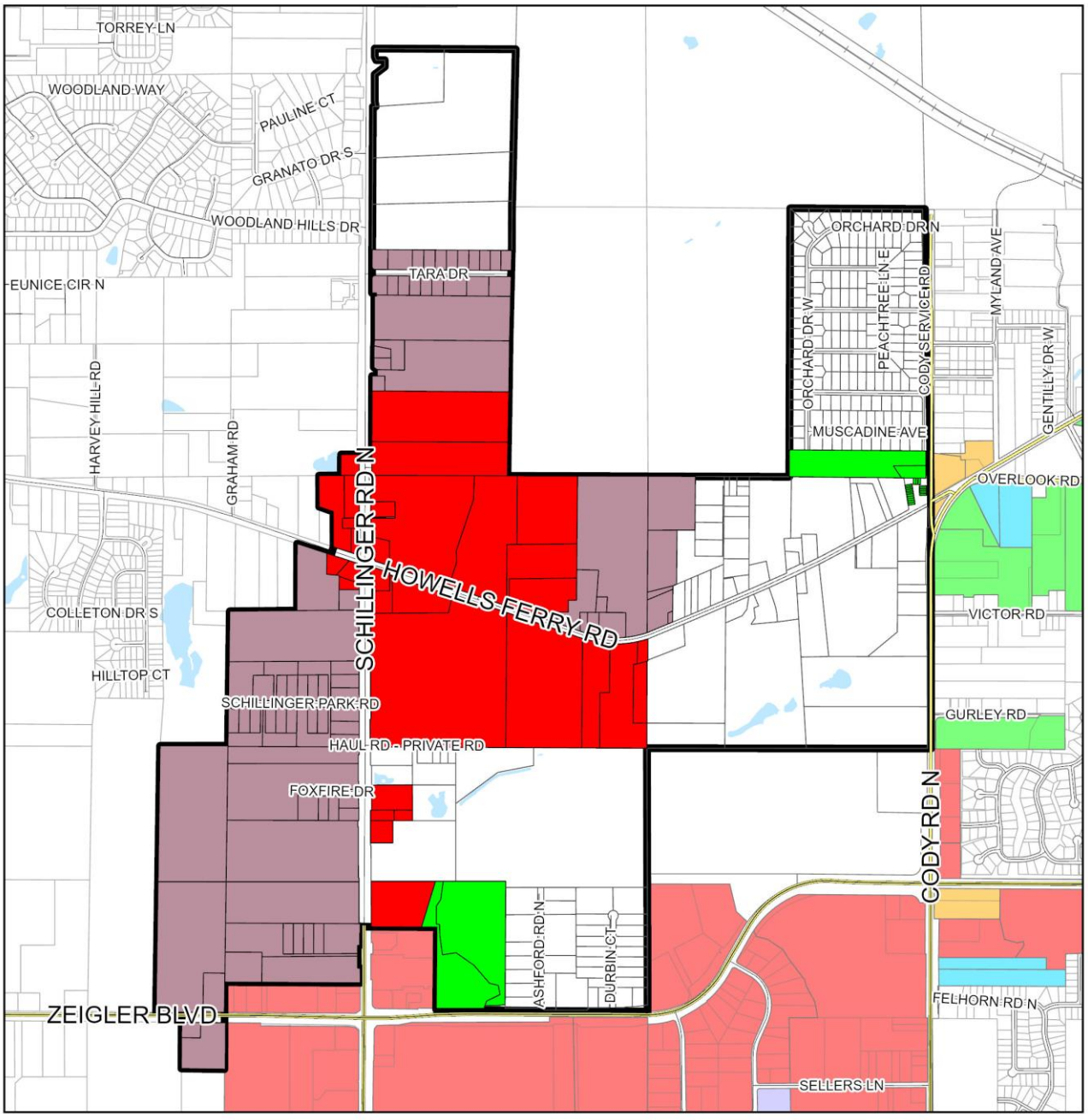
## Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

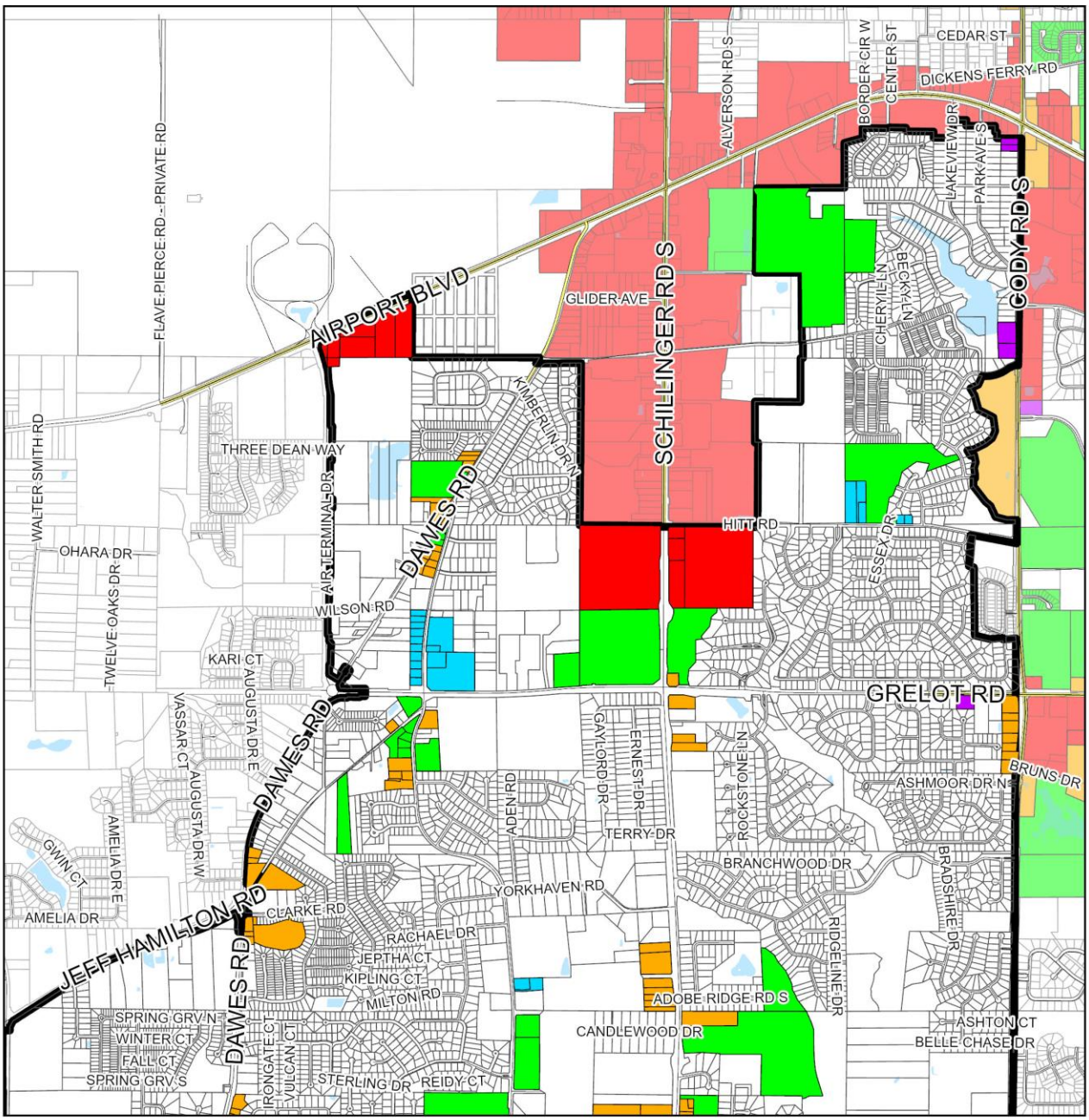
# PROPOSED ZONING MAP



# PROPOSED ZONING MAP



# PROPOSED ZONING MAP




# Cottage Hill
## *NORTH CORRIDOR*

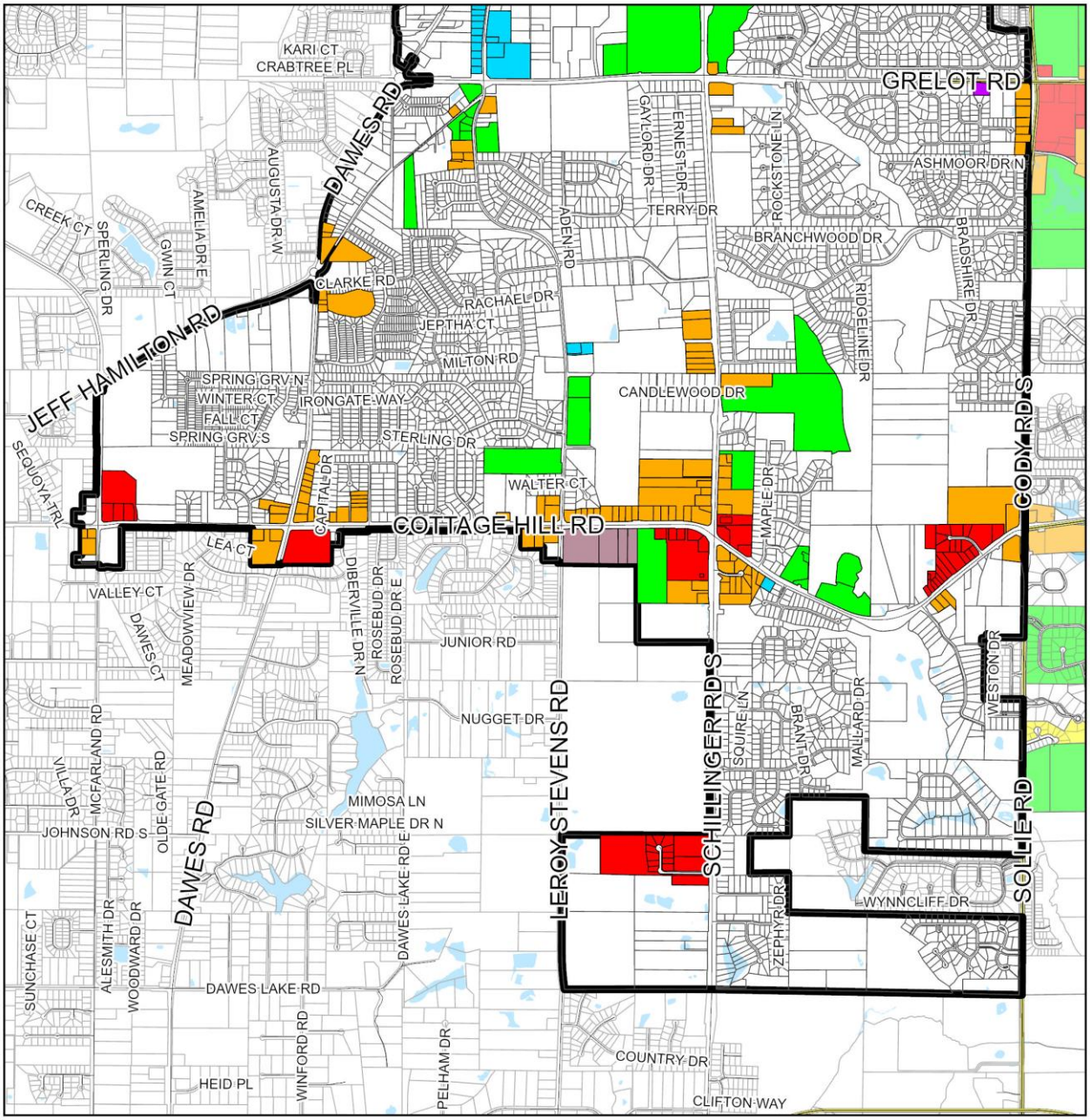
**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

# PROPOSED ZONING MAP




# Cottage Hill
## *SOUTH CORRIDOR*

**Zoning Districts**

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

# Mobile Planning Commission
# Results Agenda
November 16, 2023 – 2:00 P.M.

## ADMINISTRATIVE

### Roll Call

| | | | |
|---|---|---|---|
| x | Mr. John W. "Jay" Stubbs, Jr., Chairman | | Mr. Matt Anderson (MD) |
| x | Mr. Kirk Mattei, Vice Chairman | x | Mr. Nick Amberger (AO) |
| | Ms. Jennifer Denson, Secretary | x | Mr. Josh Woods (CC) |
| | Ms. Shirley Sessions | x | Mr. Harry Brislin, IV (S) |
| x | Mr. Larry Dorsey | x | Mr. Kenny Nichols (S) |
| x | Mr. Chad Anderson | | |
| (S) Supernumerary | (MD) Mayor's Designee | (AO) Administrative Official | (CC) City Council Representative |

**Staff:** Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

**Adoption of the Agenda:** Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

## OTHER BUSINESS

**Public Hearing**

**Zoning Amendments for Annexed Areas**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is**

**recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).**

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).**

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

**Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).**

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Gary Jackson, Municipal Enforcement Deputy Director

**Sponsored by:**

Councilmember William Carroll - District 2

**Purpose and Scope of Project:**

Declaring the Structure a Public Nuisance - Demolition

**Amount of Contract:**

N/A

**Effective Date of Contract:**

11/7/2023

**Funding Source**

**Project #** 815 Chin Street - ME-151-20 **Discretionary Funds** N/A

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

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

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Demolition - 815 Chin Street | Cover Memo | 10/30/2023 |
| revised cover letter | Cover Memo | 11/2/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Municipal Enforcement | Daughenbaugh, David | Approved | 10/30/2023 - 4:27 PM |
| City Clerk | Gauthier, Lana | Approved | 11/2/2023 - 11:24 AM |

# RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **815 CHIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 2, 3, 4, 5, 6, 7, 8 and 11;*** *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 **815 CHIN STREET** described as:

**LOT 18 BLK 6 WEST HIGHLAND SUBD DBK 156 P 479-481 #SEC 44 T4S R1W #MP29 02 44 0 004**

**Parcel Number: 29 02 44 0 004 312.001**

**Last Assessed to: MASON NATHANIEL RED SR 12.5 INT, SHEI**

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

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

Adopted:

_____

City Clerk

**MUNICIPAL ENFORCEMENT DIVISION**

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, November 7, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **815 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON NATHANIEL RED SR 12.5 INT, SHEI** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 02 44 0 004 312.001**
**COUNCIL DISTRICT 2 – WILLIAM CARROLL**
**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md

# City of Mobile
# Blight Survey 2020

Report Date: Wednesday, June 3, 2020

## Property Address

**815 CHIN ST**

## Property Details

| | | | |
|---|---|---|---|
| PARCEL KEYX | 01995960 | LOCAL HISTORIC REGISTRY | |
| PROPERTY STATUS | | NATIONAL HISTORIC REGISTRY | |
| BLIGHT ZONE | | COUNCIL DISTRICT | 2 |
| STRUCTURE TYPE | Residential | FLOOD ZONE | |

## Survey Results

| | | | |
|---|---|---|---|
| DANGER TO ADJOINING PROPERTY | N | TAX DELINQUENT | N |
| DANGER TO PUBLIC ROW | N | CODE VIOLATIONS | Y |
| DANGER TO HUMAN/LIFE/HEALTH | N | UTILITIES DISCONNECTED | Y |
| HISTORIC CONTRIBUTING STRUCTURE | N | WATER PENETRATING STRUCTURE | Y |
| VACANT | Y | FIRE DAMAGE | N |
| OPEN BUILDING PERMITS | N | ROOF DAMAGE | Y |
| BUILDING OPEN TO THE PUBLIC | Y | WALL COMPROMISED | Y |
| PROXIMITY TO BLIGHT | Y | FOUNDATION COMRROMISED | Y |
| SURVEY DATE | 2020-02-04 | COMMENTS | |

## Property Score

| | | | |
|---|---|---|---|
| SCORE | 83 | SCORE DISCRIPTION | Demo |

## Notes

**REVIEW COMMITTEE**

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10/19/2020

Vote 5-0 Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

**MEO:** M. Davis **Date:** 09/07/2023

**Property Address:** 815 Chin Street **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☒2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


OCT 30 2023


OCT 30 2023


OCT 30 2023


OCT 30 2023


OCT 30 2023


OCT 30 2023


OCT 16 2013


OCT 30 2023

# Affidavit of Mailed Notice

October 30, 2023

State of Alabama
County of Mobile

Subject Property – 815 Chin Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **13** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

**Notice to Remedy Dangerous/Unsafe or Blighted Structure**
**Municipal Enforcement**

Nathaniel "Red" Mason, Sr.
1701 Waterford Street
Mobile, AL 36605-1713

September 14, 2023

RE: **815 Chin Street**
**Project Number: ME-151-20**

Dear Nathaniel "Red" Mason, Sr.:

On September 7, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 815 Chin Street.

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

**LOT 18 BLK 6 WEST HIGHLAND SUBD DBK 156 P 479-481 #SEC 44 T4S R1W #MP29 02 44 0 004**

**Parcel Number: 29 02 44 0 004 312.001**

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **October 29, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 29, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 29, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **October 29, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on November 7, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

## NUISANCE ABATEMENT WORKSHEET

**RE:** 815 Chin Street Date: August 8, 2023

**FROM**: Ashley Parker, Real Estate Dept.

**TO**: Municipal Enforcement Division

Title Report effective date: August 8, 2023

**Per the Title Report, the owners are**: Nathaniel "Red" Mason, Sr., Shelia Mason Bracy, Heirs-at-Law of Michael G. Mason, Sr. (DOD: 5/28/2018): Rachael Mason, Michelle Mason, Janelle Mason, and Michael Mason, Jr., Barbara Ann Mason a/k/a Barbara A. Antoine, Warren W. Mason, Blondine Mason, Maxine Mason Bryant, and Bruce E. Mason

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

| | RECIPIENTS | NOTES |
|---|---|---|
| 1 | Nathaniel "Red" Mason, Sr.<br>1701 Waterford St.<br>Mobile, AL 36605-1713 | 1/8th Fee Simple interest |
| 2 | Shelia Mason Bracy<br>759 Stanton Rd.<br>Mobile, AL 36617-2129 | 1/8th Fee Simple interest<br>Phone number 251-422-6305<br>Phone number 251-422-9545 |
| 3 | Rachael Mason<br>1050 Cloverdale Dr.<br>Mobile, AL 36606-2103 | 1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.)<br>Phone number 251-321-6583 |
| 4 | Michelle Monique Mason<br>1008 Cloverdale Dr.<br>Mobile, AL 36606-2103 | 1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.)<br>Phone number 251-209-2347<br>Phone number 251-214-8238 |
| 5 | Janelle M. Mason<br>1008 Cloverdale Dr.<br>Mobile, AL 36606-2103 | 1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.)<br>Phone number 251-623-9700 |

6

Michael Mason, Jr.
1008 Cloverdale Dr.
Mobile, AL 36606-2103

1/4th of 1/8th Fee Simple Interest (heir of Michael G. Mason, Sr.)
Phone number 251-623-9700

7

Barbara Ann Mason Antoine
10732 Fieldcrest Dr.
Baton Rouge, LA 70811-1814

1/8th Fee Simple interest
Phone number 225-205-7332
Phone number 225-775-0985

8

Warren W. Mason
1915 S. Belle Cour Dr.
Mobile, AL 36605-3238

1/8th Fee Simple interest
Phone number 251-476-3485
Phone number 251-458-4542

9

Blondine Mason
2065 Zula Ln.
Mobile, AL 36605-2332

1/8th Fee Simple interest

10

Maxine Mason Bryant
504 S. Oak Dr.
Satsuma, AL 36572-2474

1/8th Fee Simple interest
Phone number 251-675-4517
Phone number 251-457-2750

11

Bruce E. Mason
1701 Waterford St.
Mobile, AL 36605-1713

1/8th Fee Simple interest
Phone number 251-366-1900
Phone number 251-366-1800

## TAX STATUS: 2022 TAX CURRENT

## Parties with recorded liens per Title Report:

12

State of AL Dept. of Revenue
Collections Service Dept.
PO Box 327820
Montgomery AL 36132

**Please ref. on ltr.**: Acct # IIT-R004476080, Lien # 649462272

Lien filed against a Michael G. Mason recorded in Real Property Book 6570 at page 1636

13

CitiBank
C/O Ben Louis Zarzaur, Esq.
PO Box 11366
Birmingham AL 35202

JGMT: Lien filed against a Bruce Mason recorded in Land Records Book 7378 at page 480.

## Open Mortgages: NONE

## Lis Pendens:

Lis Pendens – City of Mobile vs Nathaniel Red Mason recorded December 22, 2020, in instrument number 2020077491.

**MUNICIPAL ENFORCEMENT DIVISION**

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **815 CHIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON NATHANIEL RED SR 12.5 INT, SHEI** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 02 44 0 004 312.001**
**COUNCIL DISTRICT 2 – WILLIAM CARROLL**
**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md

**MUNICIPAL ENFORCEMENT DIVISION**

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2712 HARPER AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **MAULDIN MARK A & APRIL D WATTS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 02 44 0 012 051**
**COUNCIL DISTRICT 1 – CORY PENN**
**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md

**MUNICIPAL ENFORCEMENT DIVISION**

October 30, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Wednesday, November 8, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2351 HOWELL AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **RUBI MARIA S OR WILSON MANUEL MIJANGO** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

**PARCEL NUMBER: 29 09 51 0 001 020**
**COUNCIL DISTRICT 5 – JOEL DAVES**
**LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)**

GJ/md

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 12/28/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 12/28/2023 - 12:41 PM |

A RESOLUTION APPROVING, SOLELY FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY CAPITAL TRUST AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $350,815,000; RECOGNIZING THAT THE CITY OF MOBILE, ALABAMA IS NOT RESPONSIBLE FOR ISSUING THE MULTIFAMILY HOUSING REVENUE BONDS AND HAS NO FINANCIAL OBLIGATION TO PAY ANY PRINCIPAL OF OR INTEREST ON THE MULTIFAMILY HOUSING REVENUE BONDS; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

Sponsored by: Councilmember Josh Woods

WHEREAS, the City of Mobile, Alabama (the "**City**") is a duly organized and validly existing municipal corporation under the laws and Constitution of the State of Alabama (the "**State**"); and

WHEREAS, Capital Trust Authority (the "**Issuer**") is a public agency of the State of Florida; and

WHEREAS, the Borrowers and the Sole Member, each as defined below, have asked the Issuer to issue tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the "**Bonds**") for the purpose of providing funds to finance and/or refinance the Projects, as defined below, and the Issuer has granted such request; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, tax exempt bonds, such as the Bonds, issued by the Issuer in one or more series to finance and/or refinance the acquisition, renovation and equipping of residential rental facilities for individuals and families of low and moderate income located in the State of Alabama and the State of Florida, as more specifically identified on **Exhibit A** attached hereto (each a "**Project**" and collectively the "**Projects**"), which will be owned by the borrowers identified in **Exhibit A**, attached hereto (collectively, the "**Borrowers**"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in Section 501(c)(3) of the Code (the "**Sole Member**"), must be approved by the applicable elected representative (as defined under Section 1.147(f)-1 of the U.S. Treasury Regulations) of the governmental unit within whose boundaries each Project is to be located; and

WHEREAS, in order to issue the Bonds to finance and/or refinance the Mobile, Alabama Projects (as defined below), the Issuer requires the City's approval for purposes of Section 163.01, Florida Statutes (the "**Florida Interlocal Cooperation Act**"); and

WHEREAS, AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company, and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (collectively, the "**Mobile, Alabama Borrowers**"), have requested that the City approve the financing and/or refinancing of the Inverness Lakes Project and the Lakeview at Cottage Hill Project described in **Exhibit A**, each of which is located within the corporate limits of Mobile, Alabama (collectively, the "**Mobile, Alabama Projects**"), and the issuance of the Bonds (with up to a maximum amount of $118,389,404 of which will

be allocable to the Mobile, Alabama Projects) in order to satisfy the requirements of Section 147(f) of the Code; and

WHEREAS, the Mobile, Alabama Borrowers have further represented to the City that the proceeds from the sale of the Bonds will be loaned to the Borrowers; and

WHEREAS, the Bonds will be payable solely from revenues of the Borrowers, and the City will have no obligation whatsoever for the payment of the Bonds and the Bonds will not constitute an indebtedness or an obligation of the City within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of the City; and

WHEREAS, as a prerequisite for the issuance of the Bonds by the Issuer, a public hearing was held by a representative of the Issuer (the "**Hearing Officer**") on behalf of the City Council, as the governing body of the City, on January 8, 2024 (the "**Hearing**"), after publication in the Call News on December 27, 2023, at which members of the public were offered an opportunity to express their views with respect to the issuance of the Bonds, as described in the Public Hearing Officer Certificate, attached hereto as **Exhibit B** (the "**Public Hearing Officer Certificate**"); and

WHEREAS, the Public Hearing Officer Certificate indicates said public hearing disclosed no compelling reason why the Bonds should not be issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "**Council**") of the City of Mobile, Alabama, as follows:

SECTION 1. The Council hereby finds, determines and declares as follows:

A. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

B. The Council has considered any views expressed, whether in writing or at the Hearing, prior to consideration of this Resolution.

C. The Council is the elected legislative body of the City, and the City has jurisdiction over the entire area in which the Mobile, Alabama Projects are located.

SECTION 2. The City Council hereby: (i) accepts the service of the Hearing Officer and the Public Hearing Officer Certificate; and (ii) approves the issuance of the Bonds in the maximum aggregate principal amount of $350,815,000 (with up to a maximum amount of $118,389,404 of which will be allocable to the Mobile, Alabama Projects) by the Issuer for financing and/or refinancing of the Projects, including the Mobile, Alabama Projects. It is the purpose and intent of the City that this Resolution constitutes approval by the City of Mobile, Alabama, for purposes of meeting the requirements of Section 147(f) of the Code of the issuance of the Bonds and the facilities to be financed and/or refinanced thereby and the City of Mobile, Alabama is one of the governmental unit(s) having jurisdiction over the area in which the Mobile, Alabama Projects are located.

SECTION 3. For the purposes of the Florida Interlocal Cooperation Act, the City Council authorizes the Issuer to issue the Bonds in the maximum aggregate principal amount of $350,815,000 (with up to a maximum amount of $118,389,404 of which will be allocable to the Mobile, Alabama Projects) and to loan the proceeds thereof to the Borrowers to finance or refinance the Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the City Council pursuant to the Constitution and the laws of the State and to do all things within the jurisdiction of the City which are necessary or convenient for the issuance of the Bonds and the financing or refinancing of the Project

to the same extent as if the City were issuing its own obligations for such purposes without any further authorization from the City to exercise such powers or to take such actions.

SECTION 4. The City shall have no liabilities for the payment of the Bonds or for any undertaking with respect thereto nor shall any of its assets be pledged to payment of the Bonds.

SECTION 5. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) a pledge of the faith and credit of or by the City. Further, the fact that the City has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds, or (iii) a representation or warranty by the City concerning the validity of the Bonds.

SECTION 6. This Resolution shall become effective immediately, upon its passage.

Adopted:

_____

City Clerk

## EXHIBIT A

## DESCRIPTION OF PROJECTS

| Borrower Name | Project Name | Number of Units | Project Address | Project Jurisdiction |
|---|---|---|---|---|
| AHPC Verandas at Rocky Ridge 2021 LLC, a Delaware limited liability company | Verandas at Rocky Ridge | 226 | 3741 Chestnut Ridge Lane, Birmingham, Alabama 35216 | Jefferson County, Alabama |
| AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company | Inverness Lakes* | 498 | 6700 Cottage Hill Road, Mobile, Alabama 36695 | Mobile, Alabama |
| AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company | Lakeview at Cottage Hill* | | 6550 Cottage Hill Road, Mobile, Alabama 36695 | Mobile, Alabama |
| AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company | Crestview at Cordova | 152 | 3500 Creighton Road, Pensacola, Florida 32504 | Pensacola, Florida |
| AHPC Cordova Regency 2021 LLC, a Delaware limited liability company | Cordova Regency | 213 | 4311 Bayou Boulevard, Pensacola, Florida 32503 | Pensacola, Florida |
| AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company | Plantations at Pine Lake | 224 | 1833 Halstead Boulevard, Tallahassee, Florida 32309 | Tallahassee, Florida |

*Operated together as a single Project.

**CERTIFICATE OF PUBLIC HEARING OFFICER**
**REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE SECTION 147(f))**

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of tax-exempt bonds by Capital Trust Authority (the "**Issuer**"), in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the "**Bonds**").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing that was telephonically held in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A.**

2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Mobile, Alabama, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A.**

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the projects to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this __ day of December, 2023.

By:_____
Hearing Officer

**ATTACHMENT A**
**AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING**

[Attached.]

Column

# OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(251) 450-4466**.

Notice ID: EyZxdo5NiGiJFXAi9Iov | **Proof Updated: Dec. 19, 2023 at 03:13pm CST**
Notice Name: TEFRA Notice

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

| FILER | FILING FOR |
|---|---|
| Lana Pafenbach-Gauthier | Lagniappe Weekly |
| lana.gauthier@cityofmobile.org | |
| (251) 208-7411 | |

**Columns Wide:** 1

**Ad Class:** Legals

| | |
|---|---|
| 12/27/2023: PUBLIC NOTICE Notice | 152.57 |

| | |
|---|---|
| Subtotal | $152.57 |
| Tax | $0.00 |
| Processing Fee | $20.26 |
| **Total** | **$172.83** |

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that on Monday, January 8, 2024, a telephonic public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20), will be held by a hearing officer on behalf of the City of Mobile, Alabama (the "Host" with respect to the proposed issuance of tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the " Code ")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the " Bonds ") by Capital Trust Authority , a public agency of the State of Florida (the " Issuer "). The hearing will commence at 10:00 am central time, or as soon thereafter as the matter can be heard. Interested parties may join the public hearing on the date and time indicated above by dialing, 1-888-759-6041 (U.S. Toll Free) and, when prompted, entering the meeting code 25143975768.

The Issuer proposes to issue the Bonds and to loan the proceeds thereof to the Borrowers (as defined below) to finance and/or refinance various projects in the State of Florida and the State of Alabama, with a portion of such loan being used to finance and/or refinance the following projects in the aggregate maximum principal amounts at each location noted below:

1. Up to $118,389,404 to AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the " Inverness Lakes Borrower ") and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the " Lakeview at Cottage Hill Borrower " and, together with AHPC Cordova Regency 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the Inverness Lakes Borrower, AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), and AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the " Borrowers "), to finance and/or refinance a portion of the costs of acquiring and rehabilitating two multifamily residential rental developments (collectively, the" Projects "), one known as Inverness Lakes, located at 6700 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Inverness Lakes Borrower, and one known as Lakeview at Cottage Hill, located at 6550 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Lakeview at Cottage Hill Borrower, with Inverness Lakes and Lakeview at Cottage Hill being operated together as one development.

The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in section 501(c)(3) of the Code, is the sole member of each of the Borrowers.

The Bonds will be special limited obligations of the Issuer payable solely from the loan repayments to be made by the Borrowers to the Issuer, and certain funds and accounts established by the bond indenture for the Bonds.

THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, MOBILE COUNTY, ALABAMA, MOBILE, ALABAMA, THE STATE OF ALABAMA OR ANY OF THEIR POLITICAL SUBDIVISIONS.

All interested persons are invited to telephonically attend such public hearing to express their views concerning the approval by the City of Mobile, Alabama of the Projects, the issuance of the Bonds or related matters. Oral comments will be limited to 10 minutes per speaker. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted at 11 N Water St, Suite 1200, Mobile, AL 36602, Attention: Matthew C. McDonald, but must be received by the close of the hearing. Any persons needing special accommodations under the Americans With Disabilities Act should call (888) 508-7188 not later than 24 hours prior to the time and date of the hearing.

This notice is published and the above-described hearing is to be held in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20) and in satisfaction of the requirements of section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

Lagniappe HD December 27, 2023

## ATTACHMENT B
## NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING



NOTICE OF PUBLIC HEARING

Notice is hereby given that on Monday, January 8, 2024, a telephonic public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20), will be held by a hearing officer on behalf of the City of Mobile, Alabama (the "**Host**") with respect to the proposed issuance of tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the "**Bonds**") by Capital Trust Authority, a public agency of the State of Florida (the "**Issuer**"). The hearing will commence at 10:00 am central time, or as soon thereafter as the matter can be heard. Interested parties may join the public hearing on the date and time indicated above by dialing, 1-888-759-6041 (U.S. Toll Free) and, when prompted, entering the meeting code 2514397576#.

The Issuer proposes to issue the Bonds and to loan the proceeds thereof to the Borrowers (as defined below) to finance and/or refinance various projects in the State of Florida and the State of Alabama, with a portion of such loan being used to finance and/or refinance the following projects in the aggregate maximum principal amounts at each location noted below:

1. Up to $118,389,404 to AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the "**Inverness Lakes Borrower**") and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the "**Lakeview at Cottage Hill Borrower**" and, together with AHPC Cordova Regency 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the Inverness Lakes Borrower, AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), and AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the "**Borrowers**"), to finance and/or refinance a portion of the costs of acquiring and rehabilitating two multifamily residential rental developments (collectively, the "**Projects**"), one known as Inverness Lakes, located at 6700 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Inverness Lakes Borrower, and one known as Lakeview at Cottage Hill, located at 6550 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Lakeview at Cottage Hill Borrower, with Inverness Lakes and Lakeview at Cottage Hill being operated together as one development.

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This notice is published and the above-described hearing is to be held in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20) and in satisfaction of the requirements of section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

**Gauthier, Lana**

| | |
|---|---|
| **From:** | Michael Linder <Michael.Linder@atchisonlaw.com> |
| **Sent:** | Tuesday, December 19, 2023 2:59 PM |
| **To:** | Carroll Lambert, Lisa; Gauthier, Lana |
| **Cc:** | McDonald, Matthew; Kessler, Florence; Woods, Josh |
| **Subject:** | Fwd: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval |
| **Attachments:** | AHPC - Gulf Coast Portfolio (Tax Exempt Refunding) - Mobile Alabama TEFRA Approval Resolution - January 2024(101878474.1).docx; AHPC - Gulf Coast Portfolio Project - Mobile TEFRA Notice - January 2024(101878424.1).docx |
| **Follow Up Flag:** | Follow up |
| **Flag Status:** | Flagged |

CAUTION: External Email

Good afternoon Lisa and Lana,

Everything looks good to me, Flo Kessler approved by separate email, and I discussed this with Councilmember Woods this afternoon and he approves and would like this submitted for the next Council agenda and please get the publication ready for December 27 as per below. Let me or Matt McDonald know if you have any issues, thanks!

MML

Get Outlook for Android

---

**From:** McDonald, Matthew <mmcdonald@joneswalker.com>
**Sent:** Friday, December 15, 2023 10:09:07 AM
**To:** Florence Kessler <fkessler@gallowayllp.com>; Kern, Chris <chris.kern@cityofmobile.org>; ricardo.woods@burr.com <ricardo.woods@burr.com>; Michael Linder <Michael.Linder@atchisonlaw.com>
**Cc:** Josh.Woods@cityofmobile.org <Josh.Woods@cityofmobile.org>
**Subject:** FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Flo,
Attached are the final versions of the Resolution and TEFRA notice for your review. If ok with you we are asking that Councilman Woods introduce the Resolution so it can get a first reading on January 2 and be considered for approval January 9. We will conduct the TEFRA hearing on January 8 and give notice in the Call News on December 27.

I need to get the TEFRA notice to the Call News by December 21 to insure it runs on December 27. So once you approve we will set all in motion. The timeline proposed is below:

Wednesday December 27—TEFRA notice is run in Call News (weekly paper published countywide)

Thursday December 28—last day for Council members to add agenda items for 1/2/24 meeting so final Resolution must be ready

Tuesday January 2 first reading of resolution in City Council

Monday January 8 TEFRA hearing is conducted

Tuesday January 9 Council Adopts Resolution

Thanks and hope you have wonderful holiday!

**Matthew C. McDonald** | Partner
Jones Walker LLP
D: 251.439.7576 | M: 251-510-9018
mmcdonald@joneswalker.com

## Gauthier, Lana

**From:** Gary, Deirdre <dgary@joneswalker.com>
**Sent:** Tuesday, December 19, 2023 2:38 PM
**To:** Gauthier, Lana
**Cc:** McDonald, Matthew; fkessler@gallowayllp.com; Barfield, Rebecca; Kern, Chris
**Subject:** FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval
**Attachments:** AHPC - Gulf Coast Portfolio Project - Mobile TEFRA Notice - January 2024(101878424.1).docx

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

You don't often get email from dgary@joneswalker.com. Learn why this is important

CAUTION: External Email

Lana,

Thank you so much for assisting in publication of the attached TEFRA notice for Wednesday, December 27th.

If there is anything else you need, please let me know.

**Deirdre A. Gary** | Legal Secretary
Jones Walker LLP
D: 251.439.7563
dgary@joneswalker.com

**From:** fkessler@gallowayllp.com <fkessler@gallowayllp.com>
**Sent:** Tuesday, December 19, 2023 12:33 PM
**To:** Gary, Deirdre <dgary@joneswalker.com>
**Cc:** McDonald, Matthew <mmcdonald@joneswalker.com>; barfield@cityofmobile.org; chris.kern@cityofmobile.org
**Subject:** [EXTERNAL] FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Deirdre,

This matter is time sensitive. I emailed Matt that I approved the resolution and notice of hearing, see his timeline below.

Happy holidays,
Flo Kessler

**From:** fkessler@gallowayllp.com <fkessler@gallowayllp.com>
**Sent:** Tuesday, December 19, 2023 1:29 PM
**To:** 'McDonald, Matthew' <mmcdonald@joneswalker.com>; 'Kern, Chris' <chris.kern@cityofmobile.org>;

'ricardo.woods@burr.com' <ricardo.woods@burr.com>; 'Michael Linder' <michael.linder@atchisonlaw.com>
**Cc:** 'Josh.Woods@cityofmobile.org' <Josh.Woods@cityofmobile.org>
**Subject:** RE: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Matt,

I approve the Resolution and the Notice.

Thanks,
Flo Kessler
fkessler@gallowayllp.com

**From:** McDonald, Matthew <mmcdonald@joneswalker.com>
**Sent:** Friday, December 15, 2023 11:09 AM
**To:** Florence Kessler <fkessler@gallowayllp.com>; Kern, Chris <chris.kern@cityofmobile.org>; ricardo.woods@burr.com; Michael Linder <michael.linder@atchisonlaw.com>
**Cc:** Josh.Woods@cityofmobile.org
**Subject:** FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Flo,
Attached are the final versions of the Resolution and TEFRA notice for your review. If ok with you we are asking that Councilman Woods introduce the Resolution so it can get a first reading on January 2 and be considered for approval January 9. We will conduct the TEFRA hearing on January 8 and give notice in the Call News on December 27. I need to get the TEFRA notice to the Call News by December 21 to insure it runs on December 27. So once you approve we will set all in motion. The timeline proposed is below:

Wednesday December 27—TEFRA notice is run in Call News (weekly paper published countywide)
Thursday December 28—last day for Council members to add agenda items for 1/2/24 meeting so final Resolution must be ready
Tuesday January 2 first reading of resolution in City Council
Monday January 8 TEFRA hearing is conducted
Tuesday January 9 Council Adopts Resolution

Thanks and hope you have wonderful holiday!

**Matthew C. McDonald** | Partner
Jones Walker LLP
D: 251.439.7576 | M: 251-510-9018

mmcdonald@joneswalker.com

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Bell Electrical Supply Co Inc for 8 Generac MLT65 MDS towable diesel light towers for MPD and Cruise Terminal.
Capital Equipment (MPD), Port Security Grant, Cruise Terminal expense (Cruise Term)

**Amount of Contract:**

Total $97,344.00

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231228 Bell Agenda Package POs | Cover Memo | 12/28/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 1:31 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisitions | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 1816, 2861, 3241 | 2024 | (1530) POLICE ADMIN SERVICES, (F6020) CRUISE TERMINAL | 8 GENERAC MLT65MDS TOWABLE DIESEL LIGHT TOWERS FOR MPD AND CRUISE TERMINAL (SEALED BID 5851) | $97,344.00 | (298902) BELL ELECTRICAL SUPPLY CO INC. |

Adopted:

_____

City Clerk

| Bill To | Requisition 00001816-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| BELL ELECTRICAL SUPPLY CO., INC. | MUNICIPAL GARAGE |
| 6909 QUEENS BLVD. | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| WOODSIDE, NY 11377 | CARTERD@CITYOFMOBILE.ORG |
| Tel#7184465700 EXT 100 | |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/09/23 | 298902 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | TRAILER LIGHT TOWER AS FOLLOWS: | 4.00 EACH | 12168.00000 | 48672.00 |

Additional Description Notes

TRAILER MOUNTED LIGHT TOWER WITH POWER PLANT.

VENDOR TO PROVIDE GENERAC MODEL MLT6SMDS

THERE IS NO LOADING DOCK OR RAMP TO UNLOAD AT THE DELIVERY LOCATION, NOR WILL THE CITY PROVIDE A FORKLIFT TO UNLOAD THE LIGHT TOWERS OR ASSIST IN ANY WAY.

VENDOR IS REPONSIBLE TO ARANGE FOR THE DELIVERY AND UNLOADING.

AS PER CITYOF MOBILE BID #5851 AND YOUR QUOTE
Vendor Item
Inventory Item/Loc 13435

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0034 .CAPEQUIPMT. . 48672.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET

| Bill To | Requisition 00001816-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| BELL ELECTRICAL SUPPLY CO., INC. | MUNICIPAL GARAGE |
| 6909 QUEENS BLVD. | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| WOODSIDE, NY 11377 | CARTERD@CITYOFMOBILE.ORG |
| Tel#7184465700 EXT 100 | |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/09/23 | 298902 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | MOBILE, AL 36604 | | | |

Requisition Link

Requisition Total 48672.00

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

| Account | | | Amount | Remaining Budget |
|---|---|---|---|---|
| E E0034 | .CAPEQUIPMT. | . | 48672.00 | 842778.62 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 2000.80.00.0000.0000.0000.0000.0000.47010. | 48672.00 | 1592290.54 |

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 12/20/23 | JOHN PAINE | GL Allocation changed |
| Forward | 11/09/23 | JAMES BARBER | Automatic Forward to 910519885 |
| Approved | 11/09/23 | RODNEY GREELEY | Auto approved by: 910519885 |
| Approved | 11/09/23 | JOSEPH KENNEDY | Auto approved by: 910519885 |
| Approved | 11/09/23 | Brandi Montgomery | |
| Approved | 11/09/23 | WILLIAM JACKSON | Auto approved by: 910519885 |
| Approved | 11/09/23 | PAUL PRINE | Auto approved by: 910519885 |
| Approved | 11/09/23 | WILLIAM REED | Auto approved by: 910519885 |
| Forward | 12/20/23 | JAMES BARBER | Automatic Forward to 910519885 |
| Approved | 12/20/23 | RODNEY GREELEY | R.G. |
| Approved | 12/20/23 | JOSEPH KENNEDY | Auto approved by: 910510512 |
| Approved | 12/20/23 | Brandi Montgomery | Auto approved by: 910510512 |
| Approved | 12/20/23 | WILLIAM JACKSON | Auto approved by: 910510512 |
| Approved | 12/20/23 | PAUL PRINE | Auto approved by: 910510512 |

| Bill To | Requisition 00001816-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| BELL ELECTRICAL SUPPLY CO., INC. | MUNICIPAL GARAGE |
| 6909 QUEENS BLVD. | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| WOODSIDE, NY 11377 | CARTERD@CITYOFMOBILE.ORG |
| Tel#7184465700 EXT 100 | |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/09/23 | 298902 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 12/20/23 | WILLIAM REED | | Auto approved by: 910510512 | |
| | Approved | 11/13/23 | BRENDA RHODES | | | |
| | Approved | 11/13/23 | TIFFANY HOLLINS | | Auto approved by: 910511034 | |
| | Approved | 11/13/23 | RELYA MALLORY | | Auto approved by: 910511034 | |
| | Approved | 12/20/23 | BRENDA RHODES | | Auto approved by: 910514227 | |
| | Approved | 12/20/23 | TIFFANY HOLLINS | | | |
| | Approved | 12/20/23 | RELYA MALLORY | | Auto approved by: 910514227 | |
| | Approved | 12/20/23 | DONALD ROSE | | Auto approved by: 9105paij | |
| | Approved | 12/20/23 | SANDRA LEWIS | | Auto approved by: 9105paij | |
| | Approved | 12/20/23 | STEVEN KRONINGER | | Auto approved by: 9105paij | |
| | Approved | 12/20/23 | SAMANTHA COOLEY | | Auto approved by: 9105paij | |
| | Approved | 12/20/23 | JOHN PAINE | | | |
| | Approved | 12/20/23 | MICHAEL SPAFFORD | | Auto approved by: 9105paij | |

Authorized By: _____ Date: _____
Signature

| Bill To | Requisition 00002861-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5309.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| BELL ELECTRICAL SUPPLY CO., INC.<br>6909 QUEENS BLVD.<br><br>WOODSIDE, NY 11377<br><br>Tel#7184465700 EXT 100 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>GLENDA.CHAMBERS@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>GLENDA<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 298902 | | | | CRUISE TERMINAL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 003 | Light Towers - Mobile Towable Diesel Vertical LED Light Tower w/Manual Winch VENDOR TO PROVIDE GENERAC MODEL MLT6SMDS THERE IS NO LOADING DOCK OR RAMP TO UNLOAD AT THE DELIVERY LOCATION, NOR WILL THE CITY PROVIDE A FORKLIFT TO UNLOAD THE LIGHT TOWERS OR ASSIST IN ANY WAY. VENDOR IS REPONSIBLE TO ARANGE FOR THE DELIVERY AND UNLOADING. AS PER CITY OF MOBILE BID #5851 AND YOUR QUOTE<br>Vendor Item No.: see attached specs | 3.00<br>EACH | 12168.00000 | 36504.00 |
| 1 | 5309.30.15.0000.0000.1530.0000.0000.47010.<br>E G-PDPORT23.INVJUST4 .LIGHTTOW . | | | 36504.00 |

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 36504.00

| Bill To | Requisition 00002861-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5309.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| BELL ELECTRICAL SUPPLY CO., INC.<br>6909 QUEENS BLVD.<br><br>WOODSIDE, NY 11377<br><br>Tel#7184465700 EXT 100 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>GLENDA.CHAMBERS@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>GLENDA<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 298902 | | | | CRUISE TERMINAL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E G-PDPORT23.INVJUST4 .LIGHTTOW . | 36504.00 | 74602.40 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 5309.30.15.0000.0000.1530.0000.0000.47010. | 36504.00 | 1592290.54 |
| PORT SECURITY GRANT EXP EQUIPMENT (GREATER $5000) | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 12/20/23 | JOHN PAINE | GL Allocation changed |
| Approved | 12/12/23 | TRAVIS MARSHALL | Auto approved by: 910520251 |
| Approved | 12/12/23 | LAPORTSIA NETTLES | |
| Approved | 12/12/23 | RANDY THREADGILL | Auto approved by: 910520251 |
| Approved | 12/20/23 | TRAVIS MARSHALL | Auto approved by: 910520251 |
| Approved | 12/20/23 | LAPORTSIA NETTLES | |
| Approved | 12/20/23 | RANDY THREADGILL | Auto approved by: 910520251 |
| Approved | 12/20/23 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 12/20/23 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 12/20/23 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 12/20/23 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 12/20/23 | JOHN PAINE | |
| Approved | 12/20/23 | MICHAEL SPAFFORD | Auto approved by: 9105paij |

Authorized By: _____ Date: _____
Signature

| Bill To | Requisition 00003241-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. |
| MOBILE, AL 36601 | Review: |
| vendorinvoices@cityofmobile.org | Buyer: |
| | Status: Approved Page 1 |

**Vendor**
BELL ELECTRICAL SUPPLY CO., INC.
6909 QUEENS BLVD.

WOODSIDE, NY 11377

Tel#7184465700 EXT 100

**Ship To**
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
GLENDA.CHAMBERS@CITYOFMOBILE.ORG

**Delivery Reference**
GLENDA

**Deliver To**
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/21/23 | 298902 | | | | CRUISE TERMINAL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | Light Towers - Mobile Towable Diesel Vertical LED Light Tower w/Manual Winch VENDOR TO PROVIDE GENERAC MODEL MLT6SMDS THERE IS NO LOADING DOCK OR RAMP TO UNLOAD AT THE DELIVERY LOCATION, NOR WILL THE CITY PROVIDE A FORKLIFT TO UNLOAD THE LIGHT TOWERS OR ASSIST IN ANY WAY. VENDOR IS REPONSIBLE TO ARANGE FOR THE DELIVERY AND UNLOADING. AS PER CITY OF MOBILE BID #5851 AND YOUR QUOTE Vendor Item No.: SEE ATTACHED SPECS | 1.00 EACH | 12168.00000 | 12168.00 |
| 1 | 5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT23.INVJUST4 .LIGHTTOW . | | | 8496.00 |
| 2 | 6020.70.00.0000.0000.0000.0000.0000.42210. | | | 3672.00 |

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

| Bill To | Requisition 00003241-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5309.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| BELL ELECTRICAL SUPPLY CO., INC.<br>6909 QUEENS BLVD.<br><br>WOODSIDE, NY 11377<br><br>Tel#7184465700 EXT 100 | CRUISE TERMINAL<br>201 SOUTH WATER ST<br><br>MOBILE, AL 36602<br>GLENDA.CHAMBERS@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>GLENDA<br><br>Deliver To<br>CRUISE TERMINAL<br>201 SOUTH WATER ST<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/21/23 | 298902 | | | | CRUISE TERMINAL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| Requisition Link | | | | |
| | Requisition Total | | | 12168.00 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E G-PDPORT23.INVJUST4 .LIGHTTOW . | 8496.00 | 74602.40 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 5309.30.15.0000.0000.1530.0000.0000.47010. | 8496.00 | 1592290.54 |
| PORT SECURITY GRANT EXP EQUIPMENT (GREATER $5000) | | |
| 6020.70.00.0000.0000.0000.0000.0000.42210. | 3672.00 | 1592290.54 |
| CRUISE TERMINAL EXP SECURITY | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 12/22/23 | TRAVIS MARSHALL | Auto approved by: 9105thrr |
| Approved | 12/22/23 | LAPORTSIA NETTLES | Auto approved by: 9105thrr |
| Approved | 12/22/23 | RANDY THREADGILL | |
| Approved | 12/22/23 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 12/22/23 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 12/22/23 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 12/22/23 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 12/22/23 | JOHN PAINE | |
| Approved | 12/22/23 | MICHAEL SPAFFORD | Auto approved by: 9105paij |

| Bill To | Requisition 00003241-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5309.30.15.0000.0000.1530.0000.0000.47010.<br>Review:<br>Buyer:<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| BELL ELECTRICAL SUPPLY CO., INC.<br>6909 QUEENS BLVD.<br><br>WOODSIDE, NY 11377<br><br>Tel#7184465700 EXT 100 | CRUISE TERMINAL<br>201 SOUTH WATER ST<br><br>MOBILE, AL 36602<br>GLENDA.CHAMBERS@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>GLENDA<br><br>Deliver To<br>CRUISE TERMINAL<br>201 SOUTH WATER ST<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/21/23 | 298902 | | | | CRUISE TERMINAL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5851
TRAILER MOUNTED LIGHT TOWERS

| BELL ELECTRICAL SUPPLY CO INC | RAMSAY-BLIESE CORP DBA TATE GENERATORS | 1 SOURCE POWER & EQUIPMENT | SAFETY ZONE HOLDINGS INC DBA SAFETY ZONE SPECIALISTS |
|---|---|---|---|
| $12,168.00 | $13,669.00 | $13,392.94 | $14,195.50 |
| | SHIPPING EXTRA | | |

# SEALED BID

**Do Not Return Via Email or Fax**

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

# CITY OF MOBILE

**Purchasing Department and Package Delivery:**

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

# BID SHEET

**This is Not an Order**

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

Typed by: en Buyer: 002

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

| DATE | BID NO. | DEPARTMENT | Commodities to be deliverd F.O.B. Mobile to: |
|---|---|---|---|
| 11/14/2023 | 5851 | VARIOUS | MOTOR POOL |

**This bid must be received and stamped by the Purchasing office not later than:** **12:01 PM, Friday, December 1, 2023**

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

## TRAILER MOUNTED LIGHT TOWERS

QTY
2-6

Trailer Mounted Light Tower with Power Plant as per the following and minimum specifications and attached:

23' Foot Steel Mast
4 LED Light Modules
3.5 kw
Gas Engine
Genie Model RL- 4 Gas or Equal

Make _____ Model _____

Provide Literature and Specifications on product bid.

Upon award, the City will purchase a minimum of two (2) Trailer Mounted Light Towers.

Units shall be delivered FOB Mobile.

Units shall be delivered ready to operate.

There is no unloading ramp at delivery location.

City will NOT assist in unloading.

Vendor will be responsible to unload.



TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID CONTINUATION SHEET



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



Vendor shall provide training in set up, operation and maintenance of units delivered. Training shall be no less than one (1) hour in length.

City of Mobile Business License required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Pricing shall be held firm for a period of six (6) months. At the option of the successful bidder and the City of Mobile, the awarded bid may be extended for up to five (5) additional six (6) month periods.

**TO BE AWARDED ALL OR NONE.**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

# LIGHT TOWER SPECIFICATIONS

Genie MOD RL-4 LED Gas or Equal

Tower Height: 23.4 ft | 7.13 m

359-degree mast rotation

Self braking manual winch

60 cycle

Generator Size: 3.5 kW Inverter | 3.5 kW Inverter

Lamps: LED Modules 4 x 230 W | LED Modules 4 x 230 W

Equipped with four (4) LED light panels, boasting 50,000 hour service life

Approximately 80 hours of run time before refueling

Remote start with no warm-up time needed to get to work quickly

Hand operated jacks at trailer tongue and rear of trailer for stabilization

Fold up tongue for transport

Two-inch ball

High water temperature and low auto engine shutdown

Fuel Capacity: 17.5 gal | 66.2 L

6.5 hp Champion gas engine

One T/L receptacle 30A/240V

Lockable battery disconnect

13 inch wheels

DOT approved run stop and running light

# PROCUREMENT DEPARTMENT

**Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.**

**This is a sealed bid. Any responses faxed or e-mailed will be rejected.**

**This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.**

**Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.**

**It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.**

**Be sure to read the Terms and Conditions.**
**All bids are F.O.B. destination unless otherwise stated.**

**Be sure to sign your bid!**

**Package/Bid Delivery Address:**
**Purchasing Department**
**205 Government St. Room S408**
**Mobile, AL 36644**

**(Request First Delivery)**

SAM.GOV®

# BELL ELECTRICAL SUPPLY CO INC

| Unique Entity ID | CAGE / NCAGE | Purpose of Registration |
|---|---|---|
| **X2A3ZPVP8RE7** | **6YV77** | **All Awards** |
| Registration Status | Expiration Date | |
| **Inactive Registration** | **Jul 13, 2023** | |
| Physical Address | Mailing Address | |
| **6909 Queens BLVD**<br>**Woodside, New York 11377-5115**<br>**United States** | **6909 Queens BLVD**<br>**Woodside, New York 11377-5115**<br>**United States** | |

## Business Information

| Doing Business as | Division Name | Division Number |
|---|---|---|
| **(blank)** | **(blank)** | **(blank)** |
| Congressional District | State / Country of Incorporation | URL |
| **New York 06** | **New York / United States** | **WWW.BELLELECTRIC.NYC** |

### Registration Dates

| Activation Date | Submission Date | Initial Registration Date |
|---|---|---|
| **Jul 14, 2022** | **Jul 13, 2022** | **May 20, 2013** |

### Entity Dates

| Entity Start Date | Fiscal Year End Close Date |
|---|---|
| **Feb 1, 1989** | **Dec 31** |

### Immediate Owner

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

### Highest Level Owner

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

### Executive Compensation

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

### Proceedings Questions

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

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

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

**Yes**

## Entity Types

### Business Types

| Entity Structure | Entity Type | Organization Factors |
|---|---|---|
| **Corporate Entity (Not Tax Exempt)** | **Business or Organization** | **Subchapter S Corporation** |
| Profit Structure | | |
| **For Profit Organization** | | |

**Socio-Economic Types**

**Asian-Pacific American Owned**

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

## Financial Information

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

| EFT Indicator | CAGE Code |
|---|---|
| **0000** | **6YV77** |

## Points of Contact

### Electronic Business

**ANTHONY BAEK, PRESIDENT**

**69-09 Queens Boulevard**
**Woodside, New York 11377**
**United States**

### Government Business

**ANTHONY S BAEK, PRESIDENT**

**6909 Queens BLVD**
**Woodside, New York 11377**
**United States**

## Service Classifications

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title |
|---|---|---|
| **Yes** | **423610** | **Electrical Apparatus And Equipment, Wiring Supplies, And Related Equipment Merchant Wholesalers** |
| | **335110** | **Electric Lamp Bulb And Part Manufacturing** |
| | **444190** | **Other Building Material Dealers** |

**Product and Service Codes**

| PSC | PSC Name |
|---|---|
| **5930** | **Switches** |
| **5935** | **Connectors, Electrical** |
| **5975** | **Electrical Hardware And Supplies** |
| **6115** | **Generators And Generator Sets, Electrical** |
| **6135** | **Batteries, Nonrechargeable** |
| **6140** | **Batteries, Rechargeable** |
| **6150** | **Miscellaneous Electric Power And Distribution Equipment** |
| **6240** | **Electric Lamps** |
| **6250** | **Ballasts, Lampholders, And Starters** |
| **6260** | **Nonelectrical Lighting Fixtures** |

## Disaster Response

Yes, this entity appears in the disaster response registry.

| Bonding Levels | Dollars |
|---|---|
| **(blank)** | **(blank)** |

| States | Counties | Metropolitan Statistical Areas |
|---|---|---|
| **Any** | **(blank)** | **(blank)** |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Donohoo Chevrolet LLC for 65 Chevrolet Tahoe PPV SUVs for MPD. Replaces 49 Ford F150 PPVs in Resolution 08-1192-2023, and 16 of 26 Ford F150
PPVs in Resolution 08-1192-2023. Capital Fund Motor Pool.

**Amount of Contract:**

$3,290,692.60

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231220 Donohoo Agenda Package POs | Cover Memo | 12/20/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:37 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, and to cancel some of previous vehicle orders authorized by Resolutions 08-1191-2023 and 08-1192-2023 that this order replaces, for the following requisitions as indicated below and attached herein:

| Requisitions | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 2863, 2864, 2865 | 2024 | (F7000) MOTOR POOL | 65 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5840, NEGOTIATED PRICE W/VENDOR) | $3,290,692.60 | (293039) DONOHOO CHEVROLET LLC |

Adopted:

_____

City Clerk

| Bill To | Requisition 00002863-00 FY 2024 |
|---|---|
| MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released Page 1 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC<br>1000 GREENHILL BLVD NW<br><br>FORT PAYNE, AL 35967<br><br>Tel#256-273-4862<br>Fax 256-845-6974 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | SUV LARGE SIZE POLICE PACKAGE,<br>WHITE IN COLOR, SPOT LIGHT, POLICE<br>WIRING, FRONT SEAT 40/20/40<br>SLIT-BENCH WITH 20% DELETE;<br>VEHICLE TO BE PROVIDED AS PER YOUR<br>QUOTE DATED OCTOBER 4, 2023<br>Additional Description Notes<br>---<br>LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED:<br><br>WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH<br>WITH 20% DELETE; 4 SETS OF KEYS<br><br>1 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. . | 48.00<br>EACH | 49375.00000 | 2370000.00<br><br>2370000.00 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 002 | KEYS VEDNOR TO PROVIDE 2 SETS OF | 96.00 | 274.52000 | 26353.92 |

| Bill To | Requisition 00002863-00 FY 2024 |
|---|---|
| MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released Page 2 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC<br>1000 GREENHILL BLVD NW<br><br>FORT PAYNE, AL 35967<br><br>Tel#256-273-4862<br>Fax 256-845-6974 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY | EACH | | |
| 1 | 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. . | | | 26353.92 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 003 | DELIVERY TO THE CITY OF MOBILE<br>351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE | 48.00<br>EACH | 702.00000 | 33696.00 |
| 1 | 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. . | | | 33696.00 |

| Bill To | Requisition 00002863-00 FY 2024 |
|---|---|
| MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released Page 3 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC<br>1000 GREENHILL BLVD NW<br><br>FORT PAYNE, AL 35967<br><br>Tel#256-273-4862<br>Fax 256-845-6974 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 2430049.92

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E MP01530 .VEHICLEEXP. . | 2430049.92 | 1070170.29 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 2430049.92 | 21810580.98 |

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 12/19/23 | JOHN PAINE | Requisition item added changed |
| CCancelled | 12/19/23 | JOHN PAINE | Requisition item added, GL All |
| CCancelled | 12/19/23 | JOHN PAINE | GL Allocation changed |

| Bill To | Requisition 00002863-00 FY 2024 |
|---|---|
| MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604 | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released Page 4 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC<br>1000 GREENHILL BLVD NW<br><br>FORT PAYNE, AL 35967<br><br>Tel#256-273-4862<br>Fax 256-845-6974 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 12/13/23 | CHARLES SUMRALL | | Approve Spec | |
| | Approved | 12/14/23 | SHONNDA SMITH | | Auto approved by: 910518527 | |
| | Approved | 12/14/23 | JAMES DELAPP | | | |
| | Approved | 12/14/23 | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Approved | 12/14/23 | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Queued | 12/19/23 | CHARLES SUMRALL | | Auto approved by: 910518527 | |
| | Pending | | SHONNDA SMITH | | Auto approved by: 910518527 | |
| | Pending | | JAMES DELAPP | | Auto approved by: 910518527 | |
| | Pending | | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Pending | | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Pending | | DONALD ROSE | | Auto approved by: 910518527 | |
| | Pending | | SANDRA LEWIS | | Auto approved by: 910518527 | |
| | Pending | | STEVEN KRONINGER | | Auto approved by: 910518527 | |
| | Pending | | SAMANTHA COOLEY | | Auto approved by: 910518527 | |
| | Pending | | JOHN PAINE | | Auto approved by: 910518527 | |
| | Pending | | MICHAEL SPAFFORD | | Auto approved by: 910518527 | |

Authorized By: _____ Date: _____
Signature

| Bill To | Requisition 00002864-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Released Page 1 |

**Vendor**
DONOHOO CHEVROLET LLC
1000 GREENHILL BLVD NW

FORT PAYNE, AL 35967

Tel#256-273-4862
Fax 256-845-6974

**Ship To**
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

**Delivery Reference**
TRAVESIA AGEE

**Deliver To**
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | LARGE SIZE POLICE PACKAGE, BLACK IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS VEHICLE AND PRICING AS PER YOUR QUOTE DATED OCTOBER 4, 2023 | 15.00 EACH | 49375.00000 | 740625.00 |

Additional Description Notes

LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED:

BLACK IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 740625.00

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

| Bill To | Requisition 00002864-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Released Page 2 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 002 | KEYS VEDNOR TO PROVIDE 2 SETS OF KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY | 30.00 EACH | 274.52000 | 8235.60 |
| | 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. . | | | 8235.60 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE | | | |
| | Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 003 | DELIVERY TO THE CITY OF MOBILE 351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE | 15.00 EACH | 702.00000 | 10530.00 |
| | 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. . | | | 10530.00 |

| Bill To | Requisition 00002864-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released Page 3 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC<br>1000 GREENHILL BLVD NW<br><br>FORT PAYNE, AL 35967<br><br>Tel#256-273-4862<br>Fax 256-845-6974 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 759390.60

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

| Account | | | Amount | Remaining Budget |
|---|---|---|---|---|
| E MP01530 | .VEHICLEEXP. | . | 759390.60 | 1070170.29 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 759390.60 | 21810580.98 |

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 12/19/23 | JOHN PAINE | Requisition item added changed |
| Approved | 12/13/23 | CHARLES SUMRALL | Approve Spec |
| Approved | 12/14/23 | SHONNDA SMITH | Auto approved by: 910518527 |

| Bill To | Requisition 00002864-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Released Page 4 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 12/14/23 | JAMES DELAPP | | | |
| | Approved | 12/14/23 | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Approved | 12/14/23 | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Queued | 12/19/23 | CHARLES SUMRALL | | Auto approved by: 910518527 | |
| | Pending | | SHONNDA SMITH | | Auto approved by: 910518527 | |
| | Pending | | JAMES DELAPP | | Auto approved by: 910518527 | |
| | Pending | | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Pending | | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Pending | | DONALD ROSE | | Auto approved by: 910518527 | |
| | Pending | | SANDRA LEWIS | | Auto approved by: 910518527 | |
| | Pending | | STEVEN KRONINGER | | Auto approved by: 910518527 | |
| | Pending | | SAMANTHA COOLEY | | Auto approved by: 910518527 | |
| | Pending | | JOHN PAINE | | Auto approved by: 910518527 | |
| | Pending | | MICHAEL SPAFFORD | | Auto approved by: 910518527 | |

Authorized By: _____ Date: _____
Signature

| Bill To | Requisition 00002865-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Released Page 1 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | SUV LARGE SIZE POLICE PACKAGE, STERLING METALLIC GRAY IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; VEHICLE TO BE PROVIDED AS PER YOUR QUOTE DATED OCTOBER 4, 2023 | 2.00 EACH | 49375.00000 | 98750.00 |

Additional Description Notes

LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED:

STERLING METALLIC GRAY IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS

| | | | |
|---|---|---|---|
| 1 | 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01530 .VEHICLEEXP. | . | 98750.00 |

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

| Bill To | Requisition 00002865-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Released Page 2 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 002 | KEYS VEDNOR TO PROVIDE 2 SETS OF KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY | 4.00 EACH | 274.52000 | 1098.08 |
| | 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. . | | | 1098.08 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE | | | |
| | Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 003 | DELIVERY TO THE CITY OF MOBILE 351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE | 2.00 EACH | 702.00000 | 1404.00 |
| | 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. . | | | 1404.00 |

| Bill To | Requisition 00002865-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Released Page 3 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 101252.08

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E MP01530 .VEHICLEEXP. . | 101252.08 | 1070170.29 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 101252.08 | 21810580.98 |

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 12/19/23 | JOHN PAINE | Requisition item added changed |
| Approved | 12/13/23 | CHARLES SUMRALL | Approve Spec |
| Approved | 12/14/23 | SHONNDA SMITH | Auto approved by: 910518527 |

| Bill To | Requisition 00002865-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Released Page 4 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC<br>1000 GREENHILL BLVD NW<br><br>FORT PAYNE, AL 35967<br><br>Tel#256-273-4862<br>Fax 256-845-6974 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/12/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 12/14/23 | JAMES DELAPP | | | |
| | Approved | 12/14/23 | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Approved | 12/14/23 | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Queued | 12/19/23 | CHARLES SUMRALL | | Auto approved by: 910518527 | |
| | Pending | | SHONNDA SMITH | | Auto approved by: 910518527 | |
| | Pending | | JAMES DELAPP | | Auto approved by: 910518527 | |
| | Pending | | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Pending | | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Pending | | DONALD ROSE | | Auto approved by: 910518527 | |
| | Pending | | SANDRA LEWIS | | Auto approved by: 910518527 | |
| | Pending | | STEVEN KRONINGER | | Auto approved by: 910518527 | |
| | Pending | | SAMANTHA COOLEY | | Auto approved by: 910518527 | |
| | Pending | | JOHN PAINE | | Auto approved by: 910518527 | |
| | Pending | | MICHAEL SPAFFORD | | Auto approved by: 910518527 | |

Authorized By: _____ Date: _____
Signature

# SEALED BID

**Do Not Return Via Email or Fax**

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

# CITY OF MOBILE

**Purchasing Department and Package Delivery:**

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

# BID SHEET

**This is Not an Order**

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

Typed by: en Buyer: 002

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

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

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

| QUANTITY | ARTICLES | UNIT | UNIT PRICE | | EXTENSION | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

## POLICE PACKAGE TAHOES

**Appx 50-55**

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

Price per unit delivered FOB Mobile: $_____

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

Price per unit delivered FOB Mobile to Price adjustment:

_____%

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



TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID CONTINUATION SHEET



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



Vendor must have:

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

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

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

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

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet thisrequirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

**TO BE AWARDED ALL OR NONE**

| | | | | TOTAL | | | |
|---|---|---|---|---|---|---|---|

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

# PROCUREMENT DEPARTMENT

**Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.**

**This is a sealed bid. Any responses faxed or e-mailed will be rejected.**

**This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.**

**Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.**

**It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.**

**Be sure to read the Terms and Conditions.**
**All bids are F.O.B. destination unless otherwise stated.**

**Be sure to sign your bid!**

**Package/Bid Delivery Address:**
**Purchasing Department**
**205 Government St. Room S408**
**Mobile, AL 36644**

**(Request First Delivery)**

**08-1191** **2023**

# RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, and to cancel a previous order authorized by Resolution 08-1016-2023 that this order replaces, for the following requisition as indicated below and attached herein:

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 782 | 2024 | (F7000) MOTOR POOL | 26 FORD F150 POLICE PACKAGE PICKUP TRUCKS FOR MPD (AL STATE CONTRACT) | $1,262,846.00 | (292393) STIVERS FORD LINCOLN INC |

Adopted: OCT 31 2023

City Clerk

**08-1192** **2023**

# RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

| Purchase Order | Dept | Description | Change Amount | PO Total After Change | Vendor |
|---|---|---|---|---|---|
| 23014087 | (F7000) MOTOR POOL | 49 FORD F150 RESPONDER SUPERCREW 4X4 POLICE PACKAGE PICKUP TRUCKS FOR MPD- CHANGE FROM 2023 TO 2024 MODEL YEAR, ADD LIGHT/ RUNNING BOARD ACCESSORIES TO INCREASE UNIT PRICE BY $8,118.00 EACH (AL STATE CONTRACT) | $397,782.00 | $2,379,979.00 | (292393) STIVERS FORD LINCOLN INC |

Adopted: OCT 31 2023

City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to E-Builder, Inc for annual renewal of license for E-Builder project management software.
Capital E-Builder project

**Amount of Contract:**

$55,574.36

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231218 EBuilder Agenda Package POs | Cover Memo | 12/18/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:37 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 2910 | 2024 | (2045) MAJOR PROJECTS | ANNUAL RENEWAL OF E-BUILDER PROJECT MANAGEMENT SOFTWARE (EXEMPT AS SOFTWARE, GSA CONTRACT) | $55,574.36 | (295201) E-BUILDER, INC. |

Adopted:

_____
City Clerk

| Bill To | Requisition 00002910-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 2000.80.00.0000.0000.0000.0000.0000.42200. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| E-BUILDER, INC. | PROGRAMS & PROJECT MGMT |
| 1800 NW 69TH AVE SUITE 201 | 205 GOVERNMENT STREET |
| | 2ND FLR S TOWER RM 229 |
| | MOBILE, AL 36644 |
| PLANTATION, FL 33313 | CHRIS.POWELL@CITYOFMOBILE.ORG |
| Tel#954-513-3105 | Delivery Reference |
| | CHRIS POWELL |
| | Deliver To |
| | PROGRAMS & PROJECT MGMT |
| | 205 GOVERNMENT STREET |
| | 2ND FLR S TOWER RM 229 |
| | MOBILE, AL 36644 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/13/23 | 295201 | 12/20/23 | | | MAJOR PROJECTS |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | RENEWAL OF EXISTING SOFTWARE PER GSA #GS-35F-408AA. | | | |
| | INVOICE #15077 DUE 1/11/2024. | | | |
| 001 | ENTERPRISE CAPITAL SOFTWARE | 1.00 | 55574.36000 | 55574.36 |
| | PROGRAM ANNUAL E-BUILDER LICENSING FEE FOR UNLIMITED USERS -THE TERM FOR THESE LICENSES IS 12/22/2023 - 12/21/2024 GSA CONTRACT NUMBER: GS-35F-408AA | EACH | | |
| | Vendor Item | | | |
| | The Above Line Item Is Required By: | 01/17/22 | | |
| 1 | 2000.80.00.0000.0000.0000.0000.0000.42200. | | | |
| | E E0048 .PROFTECHNC. . | | | 55574.36 |
| | Ship To | | | |
| | PROGRAMS & PROJECT MGMT | | | |
| | 205 GOVERNMENT STREET | | | |
| | 2ND FLR S TOWER RM 229 | | | |
| | MOBILE, AL 36644 | | | |
| | Delivery Reference | | | |
| | JASMINE WASHINGTON | | | |
| | Deliver To | | | |
| | PROGRAMS & PROJECT MGMT | | | |
| | 205 GOVERNMENT STREET | | | |

| Bill To | Requisition 00002910-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>2000.80.00.0000.0000.0000.0000.0000.42200.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| E-BUILDER, INC.<br>1800 NW 69TH AVE SUITE 201<br><br>PLANTATION, FL 33313<br><br>Tel#954-513-3105 | PROGRAMS & PROJECT MGMT<br>205 GOVERNMENT STREET<br>2ND FLR S TOWER RM 229<br>MOBILE, AL 36644<br>CHRIS.POWELL@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>CHRIS POWELL<br><br>Deliver To<br>PROGRAMS & PROJECT MGMT<br>205 GOVERNMENT STREET<br>2ND FLR S TOWER RM 229<br>MOBILE, AL 36644 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/13/23 | 295201 | 12/20/23 | | | MAJOR PROJECTS |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | 2ND FLR S TOWER RM 229<br>MOBILE, AL 36644 | | | |

Requisition Link

Requisition Total 55574.36

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

| Account | | | Amount | Remaining Budget |
|---|---|---|---|---|
| E E0048 | .PROFTECHNC. | . | 55574.36 | 37758.16 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 2000.80.00.0000.0000.0000.0000.0000.42200. | 55574.36 | |

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 12/13/23 | JENNIFER GREENE | |
| Approved | 12/13/23 | BRENDA RHODES | |
| Approved | 12/13/23 | TIFFANY HOLLINS | Auto approved by: 910511034 |
| Approved | 12/13/23 | RELYA MALLORY | Auto approved by: 910511034 |
| Approved | 12/18/23 | DONALD ROSE | Approved by: 9105fola |
| Approved | 12/18/23 | SANDRA LEWIS | Auto approved by: 910516727 |
| Approved | 12/18/23 | STEVEN KRONINGER | Auto approved by: 910516727 |
| Approved | 12/18/23 | SAMANTHA COOLEY | Auto approved by: 910516727 |
| Approved | 12/18/23 | JOHN PAINE | Auto approved by: 910516727 |
| Approved | 12/18/23 | MICHAEL SPAFFORD | Auto approved by: 910516727 |

| Bill To | Requisition 00002910-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>2000.80.00.0000.0000.0000.0000.0000.42200.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| E-BUILDER, INC.<br>1800 NW 69TH AVE SUITE 201<br><br>PLANTATION, FL 33313<br><br>Tel#954-513-3105 | PROGRAMS & PROJECT MGMT<br>205 GOVERNMENT STREET<br>2ND FLR S TOWER RM 229<br>MOBILE, AL 36644<br>CHRIS.POWELL@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>CHRIS POWELL<br><br>Deliver To<br>PROGRAMS & PROJECT MGMT<br>205 GOVERNMENT STREET<br>2ND FLR S TOWER RM 229<br>MOBILE, AL 36644 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/13/23 | 295201 | 12/20/23 | | | MAJOR PROJECTS |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

Authorized By: _____ Date: _____
Signature

# GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

## Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

# Multiple Award Schedule

FSC Group: Large Category F – Information Technology

Contract number: GS-35F-408AA

Contract period: May 31, 2023 through May 30, 2028


**e-Builder, Inc**.
13450 W. Sunrise Blvd, Suite 600
Sunrise, FL 33323
(P) 754-755-8727
(F) 954-792-5949

http://www.e-Builder.net

Contract administration source Carlos_Abaunza@trimble.com


Business size: Other than Small

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

Price list current as of Modification #PA-0045 effective July 28, 2023

Prices Shown Herein are Net (discount deducted)

# OVERVIEW

**Company Background**
e-Builder is the leading provider of fully integrated, cloud-based construction program management software for top facility owners and organizations that act on their behalf. The company's flagship product, e-Builder Enterprise, improves capital project execution resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build and operate lifecycle. The company is privately held and headquartered in Fort Lauderdale, Florida.

**Earned Prestige and Trust**
e-Builder is trusted by many of the largest facility Owners and Program Managers managing capital construction project portfolios in excess of $100 billion to provide a reliable, cost effective and flexible platform for strategically managing cost, schedule and scope information from planning to occupancy. e-Builder provides these organizations with an auditable control mechanism to meet today's regulatory requirements.

**Accessible and Responsive Team**
e-Builder prides itself in being accessible to our clients and responding to their needs as part of our product roadmap definition. More than 75% of our enhancement requests come from clients. e-Builder's leadership team is available to address issues or concerns quickly.

**Experience in the Construction Industry**
Our team consists of seasoned experts with vast experience implementing our software throughout the world. The e-Builder team is experienced in the development, implementation, deployment, training and support of complex construction program management systems. We do not subcontract these functions. Our direct experience affords us a unique understanding of what it takes to deliver a successful implementation and results in our clients achieving their stated goals. e-Builder's focus and experience has always been on the construction industry, as opposed to generic project management systems. We have not ventured, nor do we plan to venture, outside of this space.

**e-Builder Enterprise™ Product Overview**
e-Builder Enterprise is a fully integrated cloud-based construction program management software system for owners managing capital projects. The system is designed to address the specific needs of these owners from planning stages through occupancy or operation. e-Builder Enterprise connects all of the internal and external stakeholders to efficiently manage documents, schedule, and communications across all of the projects in the organization. Developed and continuously refined since 1995 with input from thousands of users, e-Builder Enterprise is the most innovative, functionally-rich and easiest-to-use construction program management software system of its kind. Whether you are managing a single project, multiple projects, or multiple programs each with several projects, e-Builder Enterprise provides one integrated system to manage the cost, schedule and scope of each project as it moves from planning to occupancy. The system is modular, and entirely accessible and configurable via the Internet making it the fastest system to deploy. More than 5,000 companies and government agencies involved in capital construction planning, design, construction and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.

# CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

| SINs | SIN Title |
|---|---|
| 54151S | Information Technology (IT) Professional Services |
| 54151ECOM | Electronic Commerce and Subscription Services |
| OLM | Order-Level Materials (OLM's) |

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. ***See attached GSA Pricelist***

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. ***See attached GSA Pricelist***

2. Maximum order:

| SINs | Maximum Order |
|---|---|
| 54151S | $500,000 |
| 54151ECOM | $500,000 |
| OLM | $250,000 |

3. Minimum order: $100

4. Geographic coverage (delivery area). Domestic Delivery

5. Point(s) of production (city, county, and State or foreign country).
13450 W. Sunrise Blvd, Suite 600, Sunrise, FL 33323

6. Discount from list prices or statement of net price. Government Net Prices (discounts deducted.)

7. Quantity discounts. Additional 1% discount on single task orders over $250,000

8. Prompt payment terms. 0%, Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) To Be Determined at the Task Order level

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list.
To Be Determined at the Task Order level

10c. Overnight and 2-day delivery. To Be Determined at the Task Order level

10d. Urgent Requirements. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

11. F.O.B. point(s). Destination

12a. Ordering address(es).
e-Builder, Inc.
13450 W. Sunrise Blvd, Suite 600
Sunrise, FL 33323
(P) 754-755-8727
(F) 954-792-5949

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).
e-Builder, Inc.
13450 W. Sunrise Blvd, Suite 600
Sunrise, FL 33323
(P) 754-755-8727
(F) 954-792-5949

14. Warranty provision. Refer to e-Builder, Inc.'s Service Agreement as attached

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: https://www.Section508.gov/. *As Applicable*

23. Unique Entity Identifier (UEI) number. XLRUKJJEFMD1

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM, Cage Code 1XMU0

**Service Contract Labor Standards:** The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Attachments to follow:

e-Builder, Inc.'s Service Agreement, as referred to in line 14, pg. 6-7

GSA Awarded Pricelist, as referred to in 1b. and 1c., pg. 8-13

# E-BUILDER
# SERVICE AGREEMENT

e-Builder, Inc. whose address is 1800 NW 69th Avenue, Suite 201, Plantation, FL 33313 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the MAS contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. TERM. This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2 SERVICES.

2.1 Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprise[tm] software may be modified or upgraded from time to time, and that "Services" and 'Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprise[tm].

2.2 License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise[tm] software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise[tm]) are reserved by e- Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. WARRANTIES

4.1 Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

4.2 Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCHEVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR

ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

43 Indemnity. e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), , its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents orinvitees.

5. AUDIT RIGHTS. e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e- Builder will adhere to any security measures required by the Ordering Activity.

6. CONFIDENTIALITY. Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of suchinformation.

7. MISCELLANEOUS

7.1 Governing Law and Venue. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.

72 Notices. All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.

73 Force Majeure. Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

| | |
|---|---|
| E-BUILDER, INC. | "Customer" |
| By:_____ | By: _____ |
| Title:_____ | Title: _____ |
| Date:_____ | Date: _____ |

**e-Builder, Inc.**
**Awarded GSA Pricelist**

| SIN | Labor Category / Service Title | Functional Responsibility | Minimum Experience | Minimum Education | UOI | GSA PRICE | WARRANTY | COO |
|---|---|---|---|---|---|---|---|---|
| 54151S | Project Manager II | Coordinate day-to-day activities of a project implementation team of business analysts. Manages scope, schedule, and financials for each project. Responsible for measuring and reporting key implementation related KPIs to internal and customer stakeholders. | 6 | Bachelors | Hour | $ 160.81 | Standard Warranty | US |
| 54151S | Business Analyst | Responsible for requirements gathering, documentation, and configuration of e-Builder Enterprise. Works with stakeholders to develop and execute UAT strategies. Creates and distributes meeting minutes, status reports, and required documentation to project stakeholders. | 2 | Bachelors | Hour | $ 145.49 | Standard Warranty | US |
| 54151S | Software Engineer | Participates in all aspects of product and client specific custom software development from requirements analysis through product release. Assists with testing strategies and evaluation of expected results. Communicates status, risks, and other issues on software development projects. | 2 | Bachelors | Hour | $ 168.46 | Standard Warranty | US |
| 54151S | Managed Services - 25% FTE - Tier 1 | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Work will be done remotely. | 2 | Bachelors | Annual | $ 69,823.68 | Standard Warranty | US |
| 54151S | Managed Services - 50% FTE - Tier 1 | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Work will be done remotely. | 2 | Bachelors | Annual | $ 129,672.54 | Standard Warranty | US |
| 54151S | Managed Services - 75% FTE - Tier 1 | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Work will be done remotely. | 2 | Bachelors | Annual | $ 179,546.60 | Standard Warranty | US |
| 54151S | Managed Services - 100% FTE - Tier 1 | Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Work will be done remotely. | 2 | Bachelors | Annual | $ 219,445.84 | Standard Warranty | US |

**e-Builder, Inc.**
**Awarded GSA Pricelist**

| SIN | MFR | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | WARRANTY | COO |
|---|---|---|---|---|---|---|---|---|
| 54151ECOM | e-Builder | eB-Ent-GSA-15-Named | eB-Ent-GSA-15-Named | e-Builder Enterprise GSA Bundle which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, Business Intelligence Add-on, and Data Warehouse | Platform with up to 15 users / year | $ 28,581.86 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-15-Named (on AWS GovCloud) | eB-Ent-GSA-15-Named (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse | Platform with up to 15 users / year | $ 35,431.99 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-50-Named | eB-Ent-GSA-50-Named | e-Builder Enterprise GSA Bundle which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, Business Intelligence Add-on, and Data Warehouse | Platform with up to 50 users / year | $ 59,032.75 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-50-Named (on AWS GovCloud) | eB-Ent-GSA-50-Named (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse | Platform with up to 50 users / year | $ 75,571.79 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-20M-Capital_Program | eB-Ent-GSA-20M-Capital_Program | e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, Business Intelligence Add-on, and Data Warehouse | Platform with unlimited users for up to $20 million in capital program | $ 45,843.83 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-20M-Capital_Program (on AWS GovCloud) | eB-Ent-GSA-20M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse | Platform with unlimited users for up to $20 million in capital program | $ 58,186.40 | Standard Warranty | US |

| SIN | MFR | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | WARRANTY | COO |
|---|---|---|---|---|---|---|---|---|
| 54151ECOM | e-Builder | eB-Ent-GSA-50M-Capital_Program | eB-Ent-GSA-50M-Capital_Program | e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, Business Intelligence Add-on, and Data Warehouse | Platform with unlimited users for up to $50 million in capital program | $ 84,634.76 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-50M-Capital_Program (on AWS GovCloud) | eB-Ent-GSA-50M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse | Platform with unlimited users for up to $50 million in capital program | $ 109,319.90 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-300M-Capital_Program | eB-Ent-GSA-300M-Capital_Program | e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Sandbox, and Data Warehouse | Platform with unlimited users for up to $300 million in capital program | $ 217,440.81 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-300M-Capital_Program (on AWS GovCloud) | eB-Ent-GSA-300M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $300 million in capital program | $ 277,425.69 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-500M-Capital_Program | eB-Ent-GSA-500M-Capital_Program | e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $500 million in capital program | $ 281,057.93 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud) | eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $500 million in capital program | $ 361,284.63 | Standard Warranty | US |

| SIN | MFR | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | WARRANTY | COO |
|---|---|---|---|---|---|---|---|---|
| 54151ECOM | e-Builder | eB-Ent-GSA-1000M-Capital_Program | eB-Ent-GSA-1000M-Capital_Program | e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $1000 million in capital program | $ 370,277.08 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-1000M-Capital_Program (on AWS GovCloud) | eB-Ent-GSA-1000M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $1000 million in capital program | $ 478,891.69 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-2000M-Capital_Program | eB-Ent-GSA-2000M-Capital_Program | e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $2000 million in capital program | $ 478,891.69 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-2000M-Capital_Program (on AWS GovCloud) | eB-Ent-GSA-2000M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $2000 million in capital program | $ 622,065.49 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-3000M-Capital_Program | eB-Ent-GSA-3000M-Capital_Program | e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse | Platform with unlimited users for up to $3000 million in capital program | $ 575,869.02 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-Ent-GSA-3000M-Capital_Program (on AWS GovCloud) | eB-Ent-GSA-3000M-Capital_Program (on AWS GovCloud) | e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, and Data Warehouse | Platform with unlimited users for up to $3000 million in capital program | $ 749,899.24 | Standard Warranty | US |

| SIN | MFR | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | WARRANTY | COO |
|---|---|---|---|---|---|---|---|---|
| 54151ECOM | e-Builder | EB-APPX-SUB-Platform | EB-APPX-SUB-Platform | e-Builder AppXchange platform subscription which includes up to 5 integatrion points. One year subscription license. Requires EB-APPX-SVC-1IP | e-Builder AppXchange Platform with up to 5 Integration Points | $ 9,571.79 | Standard Warranty | US |
| 54151ECOM | e-Builder | EB-APPX-SUB-1IP | EB-APPX-SUB-1IP | Additional e-Builder AppXchange subscription for 1 additional points. Requires EB-APPX-SVC-1IP | Additional 1 Integration Point | $ 957.18 | Standard Warranty | US |
| 54151ECOM | e-Builder | EB-APPX-SVC-1IP | EB-APPX-SVC-1IP | One-Time Fee For Implementation of for all AppXchange Integration Points | EA | $ 2,010.08 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-15-Named | eB-FedRAMP-15-Named | e-Builder FedRAMP which access up to 15 named users.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 15 named, and Business Intelligence Add-on. | Platform with up to 15 users / year | $ 46,214.11 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-50-Named | eB-FedRAMP-50-Named | e-Builder FedRAMP which access up to 50 named users.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 50 named, and Business Intelligence Add-on. | Platform with up to 50 users / year | $ 82,659.95 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-20M-Capital_Program | eB-FedRAMP-20M-Capital_Program | e-Builder FedRAMP which access for unliimted named users for capital programs up to $20 Million.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 20M Capital Program, and Business Intelligence Add-on. | Platform with unlimited users for up to $20 million in capital program | $ 63,476.07 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-50M-Capital_Program | eB-FedRAMP-50M-Capital_Program | e-Builder FedRAMP which access for unliimted named users for capital programs up to $50 Million.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 50M Capital Program, and Business Intelligence Add-on. | Platform with unlimited users for up to $50 million in capital program | $ 119,899.24 | Standard Warranty | US |

| SIN | MFR | MFR PART NO | PRODUCT NAME | PRODUCT DESCRIPTION | UOI | GSA PRICE | WARRANTY | COO |
|---|---|---|---|---|---|---|---|---|
| 54151ECOM | e-Builder | eB-FedRAMP-300M-Capital_Program | eB-FedRAMP-300M-Capital_Program | e-Builder FedRAMP which access for unliimted named users for capital programs up to $300 Million.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 300M Capital Program, Business Intelligence Add-on, and Shared Test Environment. | Platform with unlimited users for up to $300 million in capital program | $ 314,065.49 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-500M-Capital_Program | eB-FedRAMP-500M-Capital_Program | e-Builder FedRAMP which access for unliimted named users for capital programs up to $500 Million.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 500M Capital Program, Business Intelligence Add-on, and Shared Test Environment. | Platform with unlimited users for up to $500 million in capital program | $ 406,599.50 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-1000M-Capital_Program | eB-FedRAMP-1000M-Capital_Program | e-Builder FedRAMP which access for unliimted named users for capital programs up to $1000 Million.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 1000M Capital Program, Business Intelligence Add-on, and Shared Test Environment. | Platform with unlimited users for up to $1000 million in capital program | $ 536,372.80 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-2000M-Capital_Program | eB-FedRAMP-2000M-Capital_Program | e-Builder FedRAMP which access for unliimted named users for capital programs up to $2000 Million.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 2000M Capital Program, Business Intelligence Add-on, and Shared Test Environment. | Platform with unlimited users for up to $2000 million in capital program | $ 694,357.68 | Standard Warranty | US |
| 54151ECOM | e-Builder | eB-FedRAMP-3000M-Capital_Program | eB-FedRAMP-3000M-Capital_Program | e-Builder FedRAMP which access for unliimted named users for capital programs up to $3000 Million.<br><br>One year subscription license with auto renewal.<br><br>Includes e-Builder FedRAMP 3000M Capital Program, Business Intelligence Add-on, and Shared Test Environment. | Platform with unlimited users for up to $3000 million in capital program | $ 835,415.62 | Standard Warranty | US |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Gulf States Distributors for 81 cases 223 rifle ammunition for MPD.
General fund.

**Amount of Contract:**

$25,515.00

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231218 Gulf Agenda Package POs | Cover Memo | 12/18/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:38 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 1949 | 2024 | (1530) POLICE ADMIN SERVICES | 81 CASES 223 RIFLE AMMUNITION FOR MPD (AL STATE CONTRACT) | $25,515.00 | (078918) GULF STATES DISTRIBUTORS |

Adopted:

_____
City Clerk

| Bill To | Requisition 00001949-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.30.15.1530.1542.1530.0000.0000.47020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910520704 |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| GULF STATES DISTRIBUTORS | POLICE PISTOL RANGE |
| 6000 EAST SHIRLEY LANE | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |
| MONTGOMERY, AL 36117 | |
| Tel#800-223-7869 Fax 334-279-9267 | |
| | Deliver To |
| | POLICE PISTOL RANGE |
| | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/15/23 | 078918 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | PER STATE CONTRACT MA230000004087 AND YOUR QUOTE | | | |
| 001 | AMMUNITION RIFLE, .223, 55 GRAIN HI-SHOK SOFT POINT, 500 ROUNDS/CASE, FEDERAL T223A, NO SUBS. VENDOR TO PROVIDE FEDERAL T223A 500/CASE. Vendor Item Inventory Item/Loc 10393 | 81.00 CASE | 315.00000 | 25515.00 |
| 1 | 1000.30.15.1530.1542.1530.0000.0000.47020. | | | 25515.00 |
| | Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 | | | |
| | Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 | | | |

Requisition Link

Requisition Total 25515.00

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

| Account | Amount | Remaining Budget |
|---|---|---|

| Bill To | Requisition 00001949-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910520704 |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| GULF STATES DISTRIBUTORS | POLICE PISTOL RANGE |
| 6000 EAST SHIRLEY LANE | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |
| MONTGOMERY, AL 36117 | |
| Tel#800-223-7869 Fax 334-279-9267 | |
| | Deliver To |
| | POLICE PISTOL RANGE |
| | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/15/23 | 078918 | | | | POLICE ADMIN SERVICES |

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.30.15.1530.1542.1530.0000.0000.47020. | 25515.00 | |
| SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000) | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 12/15/23 | DONALD ROSE | Auto approved by: 910520704 |
| Approved | 12/15/23 | SANDRA LEWIS | Auto approved by: 910520704 |
| Approved | 12/15/23 | STEVEN KRONINGER | Auto approved by: 910520704 |
| Approved | 12/15/23 | SAMANTHA COOLEY | |
| Approved | 12/15/23 | JOHN PAINE | Auto approved by: 910520704 |
| Approved | 12/15/23 | MICHAEL SPAFFORD | Auto approved by: 910520704 |

Authorized By: _____ Date: _____
Signature

# Contract: MA230000004087 - Ammunition Statewide MA

## Contract Header

**Contract**
Ammunition Statewide MA

**Type**
Master Agreement

**Supplier**
Gulf States Distributors Inc

**Contract Code**
MA230000004087

**Linked Solicitation**
Ammunition - Statewide

**Sourcing Number**
SRC0000015325

## Contact Information

### Contract Responsible

| First name | Last name | Email | Phone |
|---|---|---|---|
| Kerri | Hines | kerri.hines@purchasing.alabama.gov | 3342424610 |

1 Result(s)

### Supplier Contact

| First name | Last name | Email | Phone |
|---|---|---|---|
| Tommy | Trammell | Tommy@gulfstatesdist.com | 3342712010 |

1 Result(s)

## Contract Scope

**Organizations**
State of Alabama

## Contract Validity

**Start Date**
7/1/2023

**End Date**
6/30/2024

## Documents

- Master_Agreement_V1.pdf

## Items

| Item Name | Product Code | | UOM |
|---|---|---|---|
| Federal - Ammunition Discount: 20% | I1_1 | 0.00 | Case |
| Hornady - Ammunition Discount: 35% | I1_2 | 0.00 | Case |
| PMC - Ammunition Discount: 15% | I1_3 | 0.00 | Case |
| Speer - Ammunition Discount: 20% | I1_4 | 0.00 | Case |
| Combined Tactical Systems (CTS) - Ammunition Discount: 5% | I1_5 | 0.00 | Case |
| Any Manufacturer/Brands Not listed - All Remington Ammunition Discount: 20% | I1_7 | 0.00 | Case |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Gwins Stationery & Engraving Inc to print and mail annual business license renewal forms.
General fund.

**Amount of Contract:**

$22,994.37

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231219 Gwins Agenda Package POs | Cover Memo | 12/19/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:39 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 2982 | 2024 | (2570) REVENUE | PRINT AND MAIL ANNUAL BUSINESS LICENSE RENEWAL FORMS (SEALED BID 5854) | $22,994.37 | (079615) GWINS STATIONERY & ENGRAVING INC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00002982-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | PO 24002753 |
| P O BOX 389 | Acct No: |
| | 1000.60.25.2570.2570.2500.0000.0000.44020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910518227 |
| vendorinvoices@cityofmobile.org | Status: Converted Page 1 |

**Vendor**
GWINS STATIONERY & ENGRAVING INC
GWINS COMMERCIAL PRINTING
957 SPRINGHILL AVE

MOBILE, AL 36604

Tel#251-438-2226
Fax 251-438-1959

**Ship To**
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
MAURIA.KING@CITYOFMOBILE.ORG

Delivery Reference
MAURIA KING

**Deliver To**
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/14/23 | 079615 | 12/14/23 | | | REVENUE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | AS PER MY BID 5854 AND YOUR BID RESPONSE | | | |
| | PROOF MUST BE APPROVED BEFORE PRINTING | | | |
| 001 | REVENUE, BUSINESS LICENSE RENEWAL FORMS PACKAGE, EACH PACKAGE CONSISTS OF 8-1\2 X 11 SHEETS WITH ENVELOPE AND RETURN ENVELOPE. AS PER MY BID 5854 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 12407 | 20349.00 EACH | 0.58000 | 11802.42 |
| | 1 1000.60.25.2570.2570.2500.0000.0000.44020. | | | 11802.42 |

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
Delivery Reference
MAURIA KING

Deliver To
REVENUE
205 GOVERNMENT STREET

| Bill To | Requisition 00002982-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | PO 24002753 |
| P O BOX 389 | Acct No: |
| | 1000.60.25.2570.2570.2500.0000.0000.44020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910518227 |
| vendorinvoices@cityofmobile.org | Status: Converted Page 2 |

| Vendor | Ship To |
|---|---|
| GWINS STATIONERY & ENGRAVING INC | REVENUE |
| GWINS COMMERCIAL PRINTING | 205 GOVERNMENT STREET |
| 957 SPRINGHILL AVE | 2ND FLR S TOWER ROOM 243 |
| | MOBILE, AL 36644 |
| MOBILE, AL 36604 | MAURIA.KING@CITYOFMOBILE.ORG |
| Tel#251-438-2226 | Delivery Reference |
| Fax 251-438-1959 | MAURIA KING |
| | Deliver To |
| | REVENUE |
| | 205 GOVERNMENT STREET |
| | 2ND FLR S TOWER ROOM 243 |
| | MOBILE, AL 36644 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/14/23 | 079615 | 12/14/23 | | | REVENUE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | 2ND FLR S TOWER ROOM 243<br>MOBILE, AL 36644 | | | |
| 002 | POSTAGE, 1ST CLASS. AS PER MY BID 5854 AND YOUR BID RESPONSE.<br>Vendor Item<br>Inventory Item/Loc 18333 | 20349.00<br>EACH | 0.55000 | 11191.95 |
| 1 | 1000.60.25.2570.2570.2500.0000.0000.44020. | | | 11191.95 |
| | Ship To<br>REVENUE<br>205 GOVERNMENT STREET<br>2ND FLR S TOWER ROOM 243<br>MOBILE, AL 36644<br>Delivery Reference<br>MAURIA KING<br><br>Deliver To<br>REVENUE<br>205 GOVERNMENT STREET<br>2ND FLR S TOWER ROOM 243<br>MOBILE, AL 36644 | | | |

Requisition Link

Requisition Total 22994.37

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.60.25.2570.2570.2500.0000.0000.44020. | | |

| Bill To | Requisition 00002982-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | PO 24002753 |
| P O BOX 389 | Acct No: |
| | 1000.60.25.2570.2570.2500.0000.0000.44020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910518227 |
| vendorinvoices@cityofmobile.org | Status: Converted Page 3 |

**Vendor**
GWINS STATIONERY & ENGRAVING INC
GWINS COMMERCIAL PRINTING
957 SPRINGHILL AVE

MOBILE, AL 36604

Tel#251-438-2226
Fax 251-438-1959

**Ship To**
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
MAURIA.KING@CITYOFMOBILE.ORG

**Delivery Reference**
MAURIA KING

**Deliver To**
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/14/23 | 079615 | 12/14/23 | | | REVENUE |

| Account | Amount | Remaining Budget |
|---|---|---|
| | 22994.37 | 141995.44 |
| REVENUE EXP | OPERATING SUPPLIES | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 12/18/23 | DONNA BRYARS | |
| Unknown | 12/18/23 | SANDRA LEWIS | |
| Approved | 12/18/23 | DONALD ROSE | Auto approved by: 910518227 |
| Approved | 12/18/23 | SANDRA LEWIS | |
| Approved | 12/18/23 | STEVEN KRONINGER | Auto approved by: 910518227 |
| Approved | 12/18/23 | SAMANTHA COOLEY | Auto approved by: 910518227 |
| Approved | 12/18/23 | JOHN PAINE | Auto approved by: 910518227 |
| Approved | 12/18/23 | MICHAEL SPAFFORD | Auto approved by: 910518227 |

Authorized By: _____ Date: _____
Signature

# BID TABULATION FOR BID #5854

## REVENUE PRINTING LICENSE RENEWALS

| | VENDOR | GWIN'S PRINTING | |
|---|---|---|---|
| 1 | RENEWAL FORM | $ 0.58 | |
| | RENEWAL FORM POSTAGE | $ 0.55 | |
| | Total for Renewal Form | $ 1.13 | |
| | | | |
| 2 | CITY OF MOBILE BUSINESS LICENSE | $ 0.62 | |
| | CITY OF MOBILE BUSINESS LICENSE POSTAGE | $ 0.55 | |
| | Total for Business License | $ 1.17 | |
| | | | |
| 3 | BUSINESS LICENSE AND TAX DISCREPANCY NOTICES | $ 0.62 | |
| | BUSINESS LICENSE AND TAX DISCREPANCY NOTICE POSTAGE | $ 0.55 | |
| | Total for Discrepancy Notice | $ 1.17 | |
| | | | |

# SEALED BID

**Do Not Return Via Email or Fax**

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

# CITY OF MOBILE

**Purchasing Department and Package Delivery:**

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

# BID SHEET

**This is Not an Order**

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

Typed by: en Buyer: 005

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

| DATE | BID NO. | DEPARTMENT | Commodities to be deliverd F.O.B. Mobile to: |
|---|---|---|---|
| 11/28/2023 | 5854 | Revenue | As Directed |

**This bid must be received and stamped by the Purchasing office not later than:** 12:01 P.M. Thursday, December 07, 2023

| QUANTITY | ARTICLES | UNIT | UNIT PRICE Dollars | UNIT PRICE Cents | EXTENSION Dollars | EXTENSION Cents |
|---|---|---|---|---|---|---|
| | Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form. | | | | | |
| | **OFF PREMISE COMPUTER GENERATED LICENSE** | | | | | |
| Appx 18,000 to 26,000 | **RENEWAL FORM**<br>Renewal form is 8 ½ x 11.<br>Price to include (1) form, (2) #10 window envelope, (3) postage, and (4) artwork changes.<br>Quote is to be furnished as a "per package" quote including items above.<br>This bid is to be awarded on a price per each form package with approximate usage of 24,000 License Renewal Forms and must be mailed by December 16th.<br>Price per each forms package without postage $_____<br>1st Class Postage $_____ | | | | | |
| Appx 12,000 to 20,000 | **CITY OF MOBILE BUSINESS LICENSES**<br>Off Premise Computer Generated Business Licenses.<br>Licenses to be printed monthly with minimum quantity to be 100 per print run.<br>Size of license to be 8 ½ x 11 with standard #10 window envelope.<br>Office copy to be furnished for each license that is printed, as a PDF sent via secure site.<br>License print to be color specific. Color changes with each year's run. Contact department for specific color. | | | | | |
| | TOTAL | | | | | |



RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# BID CONTINUATION SHEET



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



Price to include (1) form, (2) PDF file, (3) #10 window envelope, (4) postage, and (5) any artwork changes.

Quote is to be furnished as a "per package" quote including all items in the above paragraph.

Quantity of print runs for this contract is to be approximately 20,000.

The business license is to be made in early January and run through March. These runs will be monthly "as needed".

Price per each forms package without postage $_____

1st Class Postage $_____

Appx 15,000 to 20,000

**BUSINESS LICENSE AND TAX DISCREPANCY NOTICES**
Off Premise Computer Generated Discrepancy Notices

Discrepancy notices to be printed twice with the first run in February.

Form to be 8 ½ x 11 in size and include a #10 window envelope.

Quote to include (1) form, (2) #10 window envelope, (3) postage, and (4) any artwork charges.

Quantity of print run is approximately 5,000 with first print run in and vary every month after the first run.

Price per each forms package without postage $_____

1st Class Postage $_____

Pricing to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one year periods with the approval of both the successful vendor and the City of Mobile.

City of Mobile will furnish all artwork for all forms.

City of Mobile Postal Permit Required.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

# BID CONTINUATION SHEET



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



All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

**Samples of forms are attached to this bid package.**

Vendor **MUST** mail all packages no later than 7-10 business days from the receipt of the file.

Vendor will be responsible to drop forms and packages at Post Office. Vendor must have local office.

Address of local office _____

**TO BE AWARDED ALL OR NONE**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

# CITY OF MOBILE

# BUSINESS LICENSE

Mobile, Alabama

**POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE**

**Issued to:**

| YEAR | LICENSE NO |
|---|---|
| 2022 | |
| ISSUED | EXPIRES |
| 3/3/2022 | 12/31/2022 |

525110 P AND F - NEW PREMIUM
525111 P AND F - RENEWAL PREMIUM

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

1 T1 P1

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE

LTL P1

Account #:

The City of Mobile, Annual Alabama Privilege License Tax Renewal forms and the Annual Alabama Policemen & Firefighters Pension and Relief Fund Fee forms are now available on the City of Mobile website at https://www.cityofmobile.org/government/revenue/revenue-forms-and-applications/.

Please remit payment to:

City of Mobile
Revenue Department
PO Box 3065
Mobile, AL 36652

NOTE: The City of Mobile is a self administrating municipality and as such requires payment be made directly to The City of Mobile and NOT to the Alabama League of Municipalities. Please remember the due date is March 1, 2022. Renewals postmarked March 2, 2022 and after will be subjected to penalties and interest.

Please complete and return the renewal forms even if there have been no premiums written by the company in the City of Mobile.

If you have any questions, please contact the Revenue Department at (251) 208-7462 option 1.

Thank you for your prompt attention to this matter.

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL

This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to https://mobileselfservice.tylertech.com or www.cityofmobile.org/services/payment-center and clicking on **BUSINESS LICENSE RENEWAL.**

Existing Citizen Self Service customers may file and pay City of Mobile business licenses and taxes using the same account.

New Citizen Self Service customers must establish an account by registering online at https://mobileselfservice.tylertech.com (see instructions online).

If you have questions or need assistance, please contact your account manager listed below:

**Name: JANICE CARR**
**Phone Number: (251) 208-7836**
**Email Address: JANICE.CARR@CITYOFMOBILE.ORG**

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL

This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to https://mobileselfservice.tylertech.com or www.cityofmobile.org/services/payment-center and clicking on **BUSINESS LICENSE RENEWAL.**

Our records show you have residential rental properties in the City of Mobile at the locations below.

## RENTAL LOCATIONS

| Address | City | State | Zip Code |
|---|---|---|---|
| | Mobile | AL | 36619-5338 |
| | Mobile | AL | 36695-9132 |
| | Mobile | AL | 36608-3972 |
| | Mobile | AL | 36695 |
| | Mobile | AL | 36609-2369 |
| | Mobile | AL | 36695-9474 |
| | Mobile | AL | 36693 |
| | Mobile | AL | 36619-5153 |

If this information is not correct, please contact your Account Manager at:

**Name: NIKKI MCGLASKER**
**Phone Number: (251) 208-5824**
**Email Address: NIKKI.MCGLASKER@CITYOFMOBILE.ORG**

**CITY OF MOBILE**
**REVENUE DEPARTMENT**

February 15, 2022

26TL P1

Account #:

# DELINQUENT BUSINESS LICENSE NOTICE

| PMT Status | YEAR | NAICS | Description | TAX AMT | PAID AMT | BALANCE DUE |
|---|---|---|---|---|---|---|
| NON-FILING | 2018 | 238992 | CONSTRUCTION | * | * | * |
| NON-FILING | 2019 | 238992 | CONSTRUCTION | * | * | * |
| NON-FILING | 2020 | 238992 | CONSTRUCTION | * | * | * |
| NON-FILING | 2021 | 238992 | CONSTRUCTION | * | * | * |
| NON-FILING | 2022 | 238992 | CONSTRUCTION | * | * | * |

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:
**https://mobileselfservice.tylertech.com**
or mail your payment to:

**CITY OF MOBILE REVENUE DEPARTMENT**
**Attn: JANICE CARR**
**PO BOX 3065**
**MOBILE, AL 36652-3065**

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

**Name: JANICE CARR**
**Phone Number: (251) 208-7062**
**Email Address: KENNETH.MOSLEY@CITYOFMOBILE.ORG**

CITY OF MOBILE
REVENUE DEPARTMENT

December 22, 2021

Account #:

# DELINQUENCY TAX NOTICE

| Bill # | PMT Status | MTH/YR | Description | TAX AMT | PAID AMT | BALANCE DUE |
|---|---|---|---|---|---|---|
| * | NON FILING | 1/2021 | SALES TAX | * | * | * |
| * | NON FILING | 2/2021 | SALES TAX | * | * | * |
| | UNDERPAYMENT | 3/2021 | SALES TAX | $16782.93 | $13763.13 | $3019.80 |
| | NO PAYMENT | 6/2021 | SALES TAX | $7042.75 | $0.00 | $7042.75 |
| * | NON FILING | 7/2021 | SELLERS USE TAX | * | * | * |
| * | NON FILING | 8/2021 | SELLERS USE TAX | * | * | * |
| * | NON FILING | 9/2021 | SELLERS USE TAX | * | * | * |

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:
https://mobileselfservice.tylertech.com
or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
Attn: JOAN BRUTKIEWICZ
PO BOX 3065
MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JOAN BRUTKIEWICZ
Phone Number: (251) 208-7868
Email Address: JOAN.BRUTKIEWICZ@CITYOFMOBILE.ORG

# PROCUREMENT DEPARTMENT

**Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.**

**This is a sealed bid. Any responses faxed or e-mailed will be rejected.**

**This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.**

**Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.**

**It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.**

**Be sure to read the Terms and Conditions.**
**All bids are F.O.B. destination unless otherwise stated.**

**Be sure to sign your bid!**

**Package/Bid Delivery Address:**
**Purchasing Department**
**205 Government St. Room S408**
**Mobile, AL 36644**

**(Request First Delivery)**

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase orders to Precision Delta Corp for 9mm ammunition for MPD.
General fund.

**Amount of Contract:**

$67,076.00

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231218 Precision Agenda Package POs | Cover Memo | 12/18/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:39 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisitions | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 1827, 1836 | 2024 | (1530) POLICE ADMIN SERVICES | 520 CASES WINCHESTER 9MM AMMUNITION FOR MPD (AL STATE CONTRACT) | $67,076.00 | (293984) PRECISION DELTA CORP |

Adopted:

_____
City Clerk

| Bill To | Requisition 00001827-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1530.1542.1530.0000.0000.47020.<br>Review:<br>Buyer: 910520704<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PRECISION DELTA CORP<br>P O BOX 128<br><br>RULEVILLE, MS 38771<br><br>Tel#662-756-2810<br>Fax 662-756-2591 | POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br><br>MOBILE, AL 36608<br><br>Deliver To<br>POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br><br>MOBILE, AL 36608 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/09/23 | 293984 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | PER CONTRACT MA230000004088 AND YOUR QUOTE | | | |
| 001 | AMMUNITION/WINCHESTER, 9MM LUGER,<br>124 GRAIN FMJ, (TRAINING) (USA9MM)<br>500 RNDS PER CASE | 400.00<br>EACH | 119.12000 | 47648.00 |
| | Additional Description Notes | | | |
| | VENDOR TO PROVIDE WINCHESTER USA9MM | | | |
| | Vendor Item | | | |
| 1 | 1000.30.15.1530.1542.1530.0000.0000.47020. | | | 47648.00 |
| | Ship To<br>POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br>MOBILE, AL 36608 | | | |
| | Deliver To<br>POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br>MOBILE, AL 36608 | | | |

Requisition Link

Requisition Total 47648.00

| Bill To | Requisition 00001827-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.30.15.1530.1542.1530.0000.0000.47020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910520704 |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PRECISION DELTA CORP | POLICE PISTOL RANGE |
| P O BOX 128 | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |
| RULEVILLE, MS 38771 | |
| Tel#662-756-2810 | |
| Fax 662-756-2591 | |
| | Deliver To |
| | POLICE PISTOL RANGE |
| | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/09/23 | 293984 | | | | POLICE ADMIN SERVICES |

| Account | Amount | Remaining Budget |
|---|---|---|
| ***** General Ledger Summary Section ***** | | |
| Account | Amount | Remaining Budget |
| 1000.30.15.1530.1542.1530.0000.0000.47020. | 47648.00 | |
| SUPPORT SERVICE DIV EXP | EQUIPMENT (LESS THAN $5000) | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 12/15/23 | SAMANTHA COOLEY | GL Allocation changed |
| Approved | 12/15/23 | DONALD ROSE | Auto approved by: 910520704 |
| Approved | 12/15/23 | SANDRA LEWIS | Auto approved by: 910520704 |
| Approved | 12/15/23 | STEVEN KRONINGER | Auto approved by: 910520704 |
| Approved | 12/15/23 | SAMANTHA COOLEY | |
| Approved | 12/15/23 | JOHN PAINE | Auto approved by: 910520704 |
| Approved | 12/15/23 | MICHAEL SPAFFORD | Auto approved by: 910520704 |

Authorized By: _____ Date: _____
Signature

| Bill To | Requisition 00001836-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.30.15.1530.1542.1530.0000.0000.47020. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 910520704 |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PRECISION DELTA CORP | POLICE PISTOL RANGE |
| P O BOX 128 | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |
| RULEVILLE, MS 38771 | |
| Tel#662-756-2810 | |
| Fax 662-756-2591 | |
| | Deliver To |
| | POLICE PISTOL RANGE |
| | 12251 TANNER WILLIAMS RD |
| | MOBILE, AL 36608 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/13/23 | 293984 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | AS PER CONTRACT MA230000004088 AND YOUR QUOTE | | | |
| 001 | AMMUNITION 9MM, 147 GRAIN, SUBSONIC, WINCHESTER RANGER TALON, VENDOR TO PROVIDE WINCHESTER RA9T 500/CASE. | 120.00 CASE | 161.90000 | 19428.00 |
| | Additional Description Notes | | | |
| | DUTY ISSUE<br>**NO SUBSTITUTIONS<br>500ROUNDS PER CASE<br>147 GRAIN T-SERIES | | | |
| | VENDOR TO PROVIDE WINCHESTER RA9T | | | |
| | Vendor Item | | | |
| | Inventory Item/Loc 10395 | | | |
| 1 | 1000.30.15.1530.1542.1530.0000.0000.47020. | | | 19428.00 |

| Bill To | Requisition 00001836-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1530.1542.1530.0000.0000.47020.<br>Review:<br>Buyer: 910520704<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PRECISION DELTA CORP<br>P O BOX 128<br><br>RULEVILLE, MS 38771<br><br>Tel#662-756-2810<br>Fax 662-756-2591 | POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br><br>MOBILE, AL 36608<br><br>Deliver To<br>POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br><br>MOBILE, AL 36608 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/13/23 | 293984 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Requisition Link

Requisition Total 19428.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.30.15.1530.1542.1530.0000.0000.47020. | 19428.00 | |
| SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000) | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 12/15/23 | SAMANTHA COOLEY | GL Allocation changed |
| Approved | 12/15/23 | DONALD ROSE | Auto approved by: 910520704 |
| Approved | 12/15/23 | SANDRA LEWIS | Auto approved by: 910520704 |
| Approved | 12/15/23 | STEVEN KRONINGER | Auto approved by: 910520704 |
| Approved | 12/15/23 | SAMANTHA COOLEY | |
| Approved | 12/15/23 | JOHN PAINE | Auto approved by: 910520704 |
| Approved | 12/15/23 | MICHAEL SPAFFORD | Auto approved by: 910520704 |

| Bill To | Requisition 00001836-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1530.1542.1530.0000.0000.47020.<br>Review:<br>Buyer: 910520704<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PRECISION DELTA CORP<br>P O BOX 128<br><br>RULEVILLE, MS 38771<br><br>Tel#662-756-2810<br>Fax 662-756-2591 | POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br><br>MOBILE, AL 36608 |
| | Deliver To<br>POLICE PISTOL RANGE<br>12251 TANNER WILLIAMS RD<br><br>MOBILE, AL 36608 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 11/13/23 | 293984 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

Authorized By: _____ Date: _____
Signature

# Contract: MA230000004088 - Ammunition Statewide MA

## Contract Header

**Contract**
Ammunition Statewide MA

**Type**
Master Agreement

**Supplier**
Precision Delta Corp

**Contract Code**
MA230000004088

**Linked Solicitation**
Ammunition - Statewide

**Sourcing Number**
SRC0000015325

## Contact Information

### Contract Responsible

| First name | Last name | Email | Phone |
|---|---|---|---|
| Kerri | Hines | kerri.hines@purchasing.alabama.gov | 3342424610 |

1 Result(s)

### Supplier Contact

| First name | Last name | Email | Phone |
|---|---|---|---|
| GINGER | STILLIONS | ginger@precisiondelta.com | 6627562810 |
| Ginger | Stillions | ginger@precisiondelta.com | 6627562810 |

2 Result(s)

## Contract Scope

**Organizations**
State of Alabama

## Contract Validity

**Start Date**
7/1/2023

**End Date**
6/30/2024

## Documents

- Master_Agreement_V1.pdf

## Items

| Item Name | Product Code | | UOM |
|---|---|---|---|
| Winchester - Ammunition Discount: 51% | I1_6 | 0.00 | Case |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Sansom Equipment Co Inc for new vertical mast assembly for New Way body on 2018 Peterbilt chassis garbage truck.
General fund, Motor Pool expense.

**Amount of Contract:**

$24,376.00

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231219 Sansom Agenda Package POs | Cover Memo | 12/19/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:40 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 3088 | 2024 | (2050) FLEET MANAGEMENT-GARAGE | NEW VERTICAL MAST ASSEMBLY FOR NEW WAY BODY ON 2018 PETERBILT CHASSIS GARBAGE TRUCK (BELOW BID REQUIREMENT) | $24,376.00 | (190715) SANSOM EQUIPMENT CO INC |

Adopted:

_____

City Clerk

| Bill To | Requisition 00003088-00 FY 2024 |
|---|---|
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. |
| MOBILE, AL 36604 | Review: |
| vendorinvoices@cityofmobile.org | Buyer: 9105spam |
| | Status: Released Page 1 |

| Vendor | Ship To |
|---|---|
| SANSOM EQUIPMENT CO INC | MUNICIPAL GARAGE |
| 2025 W I-65 SERVICE ROAD NORTH | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36618 | sean.clark@cityofmobile.org |
| Tel#205-401-4040 | Delivery Reference |
| Fax 251-631-3768 | JOHN EVANS |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/18/23 | 190715 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | NGPO#:PO-04466 | | | |
| 001 | 02594-VERTICAL MAST ASSY - 132265 | 1.00 EACH | 24376.00000 | 24376.00 |
| | Additional Description Notes | | | |
| | ESTIMATE NUMBER 02003547, 12/13/23 | | | |
| 1 | 7000.40.20.0000.0000.2070.0000.0000.45050. | | | 24376.00 |
| | Ship To | | | |
| | MUNICIPAL GARAGE | | | |
| | 770 GAYLE STREET | | | |
| | MOBILE, AL 36604 | | | |
| | Deliver To | | | |

Requisition Link

Requisition Total 24376.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 7000.40.20.0000.0000.2070.0000.0000.45050. | 24376.00 | 21893258.44 |
| MOTOR POOL EXP REPAIR PARTS | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 12/18/23 | CHARLES SUMRALL | Approve repairs |

| Bill To | Requisition 00003088-00 FY 2024 |
|---|---|
| MUNICIPAL GARAGE | |
| 770 GAYLE STREET | Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. |
| MOBILE, AL | Review: |
| 36604 | Buyer: 9105spam |
| vendorinvoices@cityofmobile.org | Status: Released Page 2 |

| Vendor | Ship To |
|---|---|
| SANSOM EQUIPMENT CO INC | MUNICIPAL GARAGE |
| 2025 W I-65 SERVICE ROAD NORTH | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| MOBILE, AL 36618 | sean.clark@cityofmobile.org |
| Tel#205-401-4040 | Delivery Reference |
| Fax 251-631-3768 | JOHN EVANS |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/18/23 | 190715 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Queued | 12/18/23 | SHONNDA SMITH | | Approve repairs | |
| | Queued | 12/18/23 | JAMES DELAPP | | Approve repairs | |
| | Queued | 12/18/23 | CHERI BOUCHER | | Approve repairs | |
| | Queued | 12/18/23 | CASI CALLAWAY | | Approve repairs | |
| | Pending | | DONALD ROSE | | Approve repairs | |
| | Pending | | SANDRA LEWIS | | Approve repairs | |
| | Pending | | STEVEN KRONINGER | | Approve repairs | |
| | Pending | | SAMANTHA COOLEY | | Approve repairs | |
| | Pending | | JOHN PAINE | | Approve repairs | |
| | Pending | | MICHAEL SPAFFORD | | Approve repairs | |

Authorized By: _____ Date: _____
Signature

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to STONS, Inc for one-year renewal of monday.com work and project-management software for MIT.
General fund.

**Amount of Contract:**

$69,768.00

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20231228 Stons Agenda Package POs | Cover Memo | 12/28/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:41 AM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 3219 | 2024 | (5000) INFORMATION TECHNOLOGY | ANNUAL RENEWAL OF MONDAY.COM WORK AND PROJECT-MANAGEMENT SOFTWARE FOR MIT (GSA CONTRACT, BID EXEMPT AS SOFTWARE) | $69,768.00 | (297526) STONS INC. |

Adopted:

_____
City Clerk

| Bill To | Requisition 00003219-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.10.23.5000.5000.5000.0000.0000.42115. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| STONS INC | MIT |
| 2035 LINCOLN HIGHWAY | 651 CHURCH STREET |
| SUITE 1010 | |
| | MOBILE, AL 36602 |
| EDISON, NJ 08817 | ASHLEY.TODD@CITYOFMOBILE.ORG |
| | |
| Tel#6468755499 | Delivery Reference |
| | SCOTT KEARNEY |
| | |
| | Deliver To |
| | MIT |
| | 651 CHURCH STREET |
| | |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/21/23 | 297526 | 12/21/23 | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | RENEWAL OF EXISTING SOFTWARE PER GSA #GS35F153GA. | | | |
| 001 | Existing 180 Licenses Y3 Dec 25 2023 - Dec 24 2024 | 180.00 EACH | 387.60000 | 69768.00 |
| | 1 1000.10.23.5000.5000.5000.0000.0000.42115. | | | 69768.00 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>SCOTT KEARNEY | | | |
| | Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 002 | Customer success plan Gold Package, Named Customer Success manager - 6 strategic touchpoints10 consulting hours per year to be provided by Monday.com | 1.00 EACH | 0.00000 | 0.00 |
| | 1 1000.10.23.5000.5000.5000.0000.0000.42115. | | | .00 |

| Bill To | Requisition 00003219-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.10.23.5000.5000.5000.0000.0000.42115.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| STONS INC<br>2035 LINCOLN HIGHWAY<br>SUITE 1010<br><br>EDISON, NJ 08817<br><br>Tel#6468755499 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>ASHLEY.TODD@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>SCOTT KEARNEY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/21/23 | 297526 | 12/21/23 | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 69768.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.10.23.5000.5000.5000.0000.0000.42115. | 69768.00 | 1592290.54 |
| INFORMATION TECHNOLOGY EXP SOFTWARE COSTS | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 12/21/23 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 12/21/23 | SCOTT KEARNEY | |
| Approved | 12/21/23 | UDARA JAYASENA | Auto approved by: 91057606 |
| Approved | 12/27/23 | DONALD ROSE | Approved by: 9105fola |
| Approved | 12/27/23 | SANDRA LEWIS | Auto approved by: 910516727 |
| Approved | 12/27/23 | STEVEN KRONINGER | Auto approved by: 910516727 |
| Approved | 12/27/23 | SAMANTHA COOLEY | Auto approved by: 910516727 |

| Bill To | Requisition 00003219-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.10.23.5000.5000.5000.0000.0000.42115.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| STONS INC<br>2035 LINCOLN HIGHWAY<br>SUITE 1010<br><br>EDISON, NJ 08817<br><br>Tel#6468755499 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>ASHLEY.TODD@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>SCOTT KEARNEY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/21/23 | 297526 | 12/21/23 | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 12/27/23 | JOHN PAINE | | Auto approved by: 910516727 | |
| | Approved | 12/27/23 | MICHAEL SPAFFORD | | Auto approved by: 910516727 | |

Authorized By: _____ Date: _____
Signature

**GENERAL SERVICES ADMINISTRATION**
**FEDERAL SUPPLY SERVICE**
**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

**SCHEDULE TITLE:** Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

**FSC Group, Part, and Section or Standard Industrial Group (as applicable):** FSC Group 70

**SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES**

Software Licenses Includes both term and perpetual software licenses and maintenance

**SPECIAL ITEM NUMBER 54151- Software Maintenance Services**

Software Maintenance Services Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

**FSC Class(es)/Product code(s) and/or Service Codes (as applicable):**
- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

**CONTRACT NUMBER**: GS-35F-153GA

**CONTRACT PERIOD:** December 27, 2021 through December 28, 2026

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

**CONTRACTOR:**

STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

**CONTRACTOR'S ADMINISTRATION SOURCE:** Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

**BUSINESS SIZE:** Large







**CUSTOMER INFORMATION**:

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

| SIN | DESCRIPTION |
|---|---|
| 511210 | SOFTWARE LICENSES |
| 54151. | Software maintenance services |

**1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:**
(Government net price based on a unit of one)

| SIN | MODEL NUMBER | LOWEST PRICED |
|---|---|---|
| 511210 | E06KVLL | $.08 |

**1c. NOT APPLICABLE**

**2. MAXIMUM ORDER***: $500,000

**3. MINIMUM ORDER:** $100

**4. GEOGRAPHIC COVERAGE:** Domestic, 48 Contiguous states, Washington, DC

**5. POINT(S) OF PRODUCTION:** Edison, NJ

**6. DISCOUNT FROM LIST PRICES:** Prices Shown Herein are Net (discount deducted)

**7. QUANTITY DISCOUNT(S):** N/A

**8. PROMPT PAYMENT TERMS**: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

**Government Purchase Cards must be accepted at or below the micro-purchase threshold**.

**9.b Government Purchase Cards are accepted above the micro-purchase threshold.** Contact contractor for limit.

**10. FOREIGN ITEMS:** N/A

**11a. TIME OF DELIVERY:** SIN 511210 = 30 DAYS ARO

**11b. EXPEDITED DELIVERY:** Contact Contractor

**11c. OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor

**12. FOB POINT:** Destination

**13a. ORDERING ADDRESS**: Same as contractor

**13b. ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

**14. PAYMENT ADDRESS**: Same as contractor

**15. WARRANTY PROVISION:** Standard Commercial Warranty.

**16. EXPORT PACKING CHARGES**: Not applicable

**17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level) Contact Contractor

**18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IFAPPLICABLE)**: N/A

**19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** as applicable

**20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

**20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

**21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

**22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

**23. PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

**24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

**24b. Section 508 Compliance for Electronic and Information Technology (EIT):** N/A

**25. UEI NUMBER:** E5GCV3QWQ459

**26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. GUARANTEE/WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called “Warranty Start Date”) specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular least 60 days must be given in accordance with FAR 12.404(b)(2)

d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

**5. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance Services (SIN 54151)

_____

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
PROMPT PAYMENT DISCOUNT, IF APPLICABLE,SHALL BE SHOWNON THE INVOICE.

**6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a
cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) it's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter,

retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a ) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**7. SOFTWARE CONVERSIONS - (SIN 511210)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

**8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

**9. RIGHT-TO-COPY PRICING** The Contractor shall

insert the discounted pricing for right-to-copy licenses = None

# USACOMMITMENTTOPROMOTE SMALLBUSINESSPARTICIPATION PROCUREMENTPROGRAMS

**PREAMBLE**

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Company Point of contact: Amir Shalev phone number: (646) 875-5499 e-mail address: amir.shalev@stons.biz fax number: (646) 839-2727

**BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

| | | | |
|---|---|---|---|
| Ordering Activity | Date | Contractor | Date |

**BPA NUMBER_____**

**(CUSTOMER NAME)**
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

| MODEL NUMBER/PART NUMBER | *SPECIAL BPA DISCOUNT/PRICE |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(2) Delivery:

| DESTINATION | DELIVERY SCHEDULES / DATES |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

| OFFICE | POINT OF CONTACT |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**********

## BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**
Nick Amberger, P.E. City Engineer

**Sponsored by:**
Mayor Stimpson

**Purpose and Scope of Project:**
To authorize transfer of funds from one capital account to another capital account.

**Amount of Contract:**
20,000

**Funding Source**

**Project #** Transfer from C0522 into C0391 **Discretionary Funds**

**Project String** 2000 **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Budget Transfer Request | Cover Memo | 12/27/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Engineering | Amberger, Nick | Approved | 12/28/2023 - 1:12 PM |
| Capital | Hollins, Tiffany | Approved | 12/28/2023 - 1:42 PM |
| Legal | Kern, Chris | Approved | 12/29/2023 - 11:54 AM |
| Mayors Office | Barber, James | Approved | 12/29/2023 - 12:09 PM |

# RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the sum of $20,000.00 be transferred from Capital Project #C0522 Citywide Environmental Testing in Capital Improvement Fund (2000) to Capital Project #C0391 Stormwater Management MS4 Program in Capital Improvement Fund (2000). These funds will be reallocated and used to support the Stormwater Management Professional Services Contract.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 12/20/2023

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: Select Item. Citywide

REQUEST: Please transfer $ 20,000.00

**FROM** CAPITAL PROJECT#: C0522

CAPITAL PROJECT NAME: Citywide Environment Testing

DEPT. PROJECT#: N/A

**TO** CAPITAL PROJECT#: C0391

PROJECT NAME: Stormwater Mgmt MS4 Program

DEPT. PROJECT#: N/A

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Nick Amberger, PE
City Engineer,

.

**Sponsored by:**

Mayor William S. Stimpson and Councilmen Ben Reynolds

**Purpose and Scope of Project:**

To accept a contract with John G. Walton Construction Company, Inc.,

**Amount of Contract:**

$1,622,268.00

**Funding Source**

**Project #** C0724 **Discretionary Funds**

**Project String** 20002000-48010 **Contract Number:**4827

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Drainage Improvements | Cover Memo | 12/20/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Engineering | Amberger, Nick | Approved | 12/20/2023 - 11:55 AM |
| Capital | Hollins, Tiffany | Approved | 12/20/2023 - 1:02 PM |
| Legal | Kern, Chris | Approved | 12/20/2023 - 3:30 PM |
| Mayors | | | 12/28/2023 - |

| | | | |
|---|---|---|---|
| Office | Barber, James | Approved | 11:33 AM |

# CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

**PROJECT NAME:** Cypress Shores Drainage Improvements; COM Project #2022-3005-09 District 4

**PROJECT #** C0724 **DATE OF RECEIPT** _____

**PROJECT DESCRIPTION:** Drainage Improvements

**CONTRACT AMOUNT:** $1,622,268.00

**VENDOR NAME:** John G. Walton Construction Co., Inc.

**VENDOR NUMBER** 232642

**DEPT #** 3005 **DEPT NAME** Engineering

**CONTRACT ADMINISTRATOR** Nick Amberger

**Please Select by circling one (Type):**

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

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD?** Y___ N___ ; 5% of the 1st 50% _X___ or If different, indicate special rate_____

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

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

**Prepared by:** LaShey Williams **Date** 12/20/2023

Revised 3/8/2022 Tiffany Hollins

# RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Council Member Ben Reynolds

**WHEREAS,** bids for Drainage Improvements for districts 4 were received and opened on November 1, 2023.

**WHEREAS**, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company Inc., in the amount of $1,622,268.00.

**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: Cypress Shores Drainage Improvements, (D#4)

Project Number: 2022-3005-09

Amount: $1,622,268.00

Adopted:

_____

City Clerk




# CYPRESS SHORES DRAINAGE IMPROVEMENTS

## PROJECT NO. 2022-3005-09

## BID DATE – 11/1/2023

## CONTENTS


Advertisement for Bids ..... I

Instructions to Bidders ..... II

Proposal ..... III

Bid Bond ..... IV

Labor and Materials Bond ..... V

Performance Bond ..... VI

Certificate of Contractor's and Subcontractor's Insurance ..... VII

Special Provisions ..... VIII

Articles of Agreement ..... IX

Supplemental Specifications ..... X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

## ITEM I
## INVITATION TO BID

**Notice to Contractors:**

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, November 1, 2023, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

| | |
|---|---|
| Project No: | 2022-3005-09 |
| Project: | Cypress Shores Drainage Improvements |
| Project Description: | Drainage Improvements |

Plans and contract documents may be inspected and obtained from **Mott MacDonald, 107 Saint Francis Street, Suite 2900, Mobile, AL 36602** upon payment of one hundred fifty dollars ($150.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on October 27, 2023.

**A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on October 25, 2023, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference.** ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **CYPRESS SHORES DRAINAGE IMPROVMENTS**, City of Mobile Project No. **2022-3005-09**, in the City of Mobile, Alabama".

## ITEM II
## INSTRUCTIONS TO BIDDERS

**1. PREPARATION OF BIDS:**
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

**2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:**
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

**3. SIGNATURE OF BIDDERS:**
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

**4. SPECIFICATIONS AND SCHEDULES:**
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

**5. CORRECTIONS:**
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

**6. OWNER:**
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

**7. GUARANTY AND INSURANCE:**
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

**8. BONDS AND INSURANCE:**
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

**9. MARKING AND MAILING BIDS:**
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **CYPRESS SHORES DRAINAGE IMPROVEMENTS**, City of Mobile Project No. **2022-3005-09**, in the City of Mobile, Alabama".

**10. TIME FOR RECEIVING BIDS:**
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

**11. WITHDRAWAL OF BIDS:**
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

**12. BIDDERS PRESENT:**
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

**13. AWARD OR REJECTION OF BIDS:**
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

**14. PRE-QUALIFICATION OF BIDDERS:**

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

**15. ISSUANCE OF PROPOSAL FORMS:**

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

**16. BIDDERS INTERESTED IN MORE THAN ONE BID:**

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

**17. ERRORS IN BID:**

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

**18. CONTRACT AND BOND:**

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

**19. COLLUSION:**

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the city.

**20. SUBLETTING OR ASSIGNING OF CONTRACT:**

**(a) Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

**(b) Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the city for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a contractor's employee.

**21. PROSECUTION OF WORK:**

**(a) Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained, or the Contract may be annulled.

## ITEM III
## PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 11/1/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

**Project Name: CYPRESS SHORES DRAINAGE IMPROVMENTS**
**Project No: 2022-3005-09**
**Project Description:** Drainage Improvements
**Major work items include:** Ditch grading and installation of drainage structures.

The Bidder further agrees to construct the improvements in **115** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on October 27, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

## BASE BID

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | CONTRACT PRICE |
|---|---|---|---|---|---|---|
| 100A-000 | Reinforced Concrete Ditch, Type Special (4' Wide) | 20 | LF | 1017.50 | one thousand seventeen DOLLARS fifty CENTS | 20,350.00 |
| 100A-001 | Reinforced Concrete Ditch, Type Special (6' Wide) | 60 | LF | 1105.50 | one thousand five DOLLARS fifty CENTS | 66,330.00 |
| 100A-002 | Reinforced Concrete Ditch, Type Special (14' Wide) | 20 | LF | 1413.50 | fourteen hundred thirteen DOLLARS fifty CENTS | 28,270.00 |
| 101A-000 | Asphalt Driveway | 797 | SY | 18.65 | eighteen DOLLARS sixty-five CENTS | 14,864.05 |
| 102A-000 | Grading (Roadside Ditches, Between Structures) | 7361 | LF | 12.45 | twelve DOLLARS forty-five CENTS | 91,644.45 |
| 201A-002 | Clearing & Grubbing (Maximum Allowable Bid $8,000 per Acre) (Approximately 10.0 Acre) | 1 | LS | 11,900.00 | eleven thousand nine hundred DOLLARS zero CENTS | 11,900.00 |
| 206C-000 | Removing Concrete Sidewalk | 19 | SY | 24.95 | twenty-four DOLLARS ninety-five CENTS | 474.05 |
| 206C-003 | Removing Concrete Flume | 10 | SY | 55.45 | fifty-five DOLLARS forty-five CENTS | 554.50 |
| 206C-010A | Removing Asphalt Driveway | 575 | SY | 18.55 | eighteen DOLLARS fifty-five CENTS | 10,666.25 |
| 206C-010C | Removing Concrete Driveway | 701 | SY | 19.00 | nineteen DOLLARS zero CENTS | 13,319.00 |
| 206D-000 | Removing Pipe | 1626 | LF | 8.30 | eight DOLLARS thirty CENTS | 13,495.80 |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | CONTRACT PRICE |
|---|---|---|---|---|---|---|
| 206E-002 | Removing Headwalls | 1 | EA | 277.00 | two hundred seventy seve DOLLARS<br>zero CENTS | 277.00 |
| 206E-001 | Removing Inlets | 3 | EA | 416.00 | four hundred sixteen DOLLARS<br>zero CENTS | 1248.00 |
| 209A-000 | Mailbox Reset, Single | 63 | EA | 128.00 | one hundred twenty-eight DOLLARS<br>zero CENTS | 8064.00 |
| 210A-000 | Unclassified Excavation | 1000 | CY | 27.10 | twenty-seven DOLLARS<br>ten CENTS | 27,100.00 |
| 210C-000 | Muck Excavation | 50 | CY | 30.00 | thirty DOLLARS<br>zero CENTS | 1500.00 |
| 210D-009 | Borrow Excavation (A-3) Loose Truckbed Measure | 500 | CY | 37.00 | thirty-seven DOLLARS<br>Zero CENTS | 18,500.00 |
| 210D-010 | Borrow Excavation (Loose Truckbed Measurement)(A2 or Better) | 200 | CY | 37.00 | thirty-seven DOLLARS<br>Zero CENTS | 7400.00 |
| 214A-000 | Structure Excavation | 158 | CY | 30.70 | thirty DOLLARS<br>seventy CENTS | 4850.60 |
| 214B-001 | Foundation Backfill, Commercial | 237 | CY | 94.30 | ninety four DOLLARS<br>thirty CENTS | 22,349.10 |
| 301A-012 | Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness | 154 | SY | 73.00 | seventy three DOLLARS<br>zero CENTS | 11,242.00 |
| 401A-000 | Bituminous Treatment A | 1300 | SY | 1.30 | one DOLLARS<br>thirty CENTS | 1690.00 |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | CONTRACT PRICE |
|---|---|---|---|---|---|---|
| 408A-051 | Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick) | 1300 | SY | 7.80 | Seven DOLLARS<br>eighty CENTS | 10,140.00 |
| 429A-360 | Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D | 120 | TON | 180.00 | one hundred eighty DOLLARS<br>zero CENTS | 21,600.00 |
| 430B-040 | Aggregate Surfacing (Crushed Aggregate Base, Type B) | 500 | TON | 72.50 | Seventy-two DOLLARS<br>fifty CENTS | 36,250.00 |
| 505E-000 | Sheet Piling | 210 | LF | 227.00 | two hundred twenty-seven DOLLARS<br>zero CENTS | 47,670.00 |
| 530B-000 | 18" Span, 11" Rise Roadway Pipe (Class 3 R.C.) | 44 | LF | 80.50 | eighty DOLLARS<br>fifty CENTS | 3542.00 |
| 530B-001 | 22" Span, 14" Rise Roadway Pipe (Class 3 R.C.) | 323 | LF | 87.10 | eighty-seven DOLLARS<br>ten CENTS | 28,133.30 |
| 530B-005 | 51" Span, 31" Rise Roadway Pipe (Class 3 R.C.) | 136 | LF | 250.40 | two hundred fifty DOLLARS<br>forty CENTS | 34,054.40 |
| 530B-006 | 59" Span, 36" Rise Roadway Pipe (Class 3 R.C.) | 34 | LF | 306.70 | three hundred six DOLLARS<br>seventy CENTS | 10,427.80 |
| 533A-099 | 24" Storm Sewer Pipe (Class 3 R.C.) | 5 | LF | 305.50 | three hundred five DOLLARS<br>fifty CENTS | 1527.50 |
| 533B-097 | 18" Span, 11" Rise Storm Sewer Pipe (Class 3 R.C | 32 | LF | 89.10 | eighty-nine DOLLARS<br>ten CENTS | 2851.20 |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | CONTRACT PRICE |
|---|---|---|---|---|---|---|
| 533B-098 | 22" Span, 14" Rise Storm Sewer Pipe (Class 3 R.C.) | 2547 | LF | 79.50 | seventy-nine DOLLARS fifty CENTS | 202,486.50 |
| 533B-102 | 51" Span, 31" Rise Storm Sewer Pipe (Class 3 R.C.) | 109 | LF | 241.50 | two hundred forty-one DOLLARS fifty CENTS | 26,323.50 |
| 533B-103 | 59" Span, 36" Rise Storm Sewer Pipe (Class 3 R.C.) | 26 | LF | 284.45 | two hundred eighty-four DOLLARS forty-five CENTS | 7395.70 |
| 600A-000 | Mobilization | 1 | LS | 78,930.00 | seventy-eight thousand nine hundred thirty DOLLARS zero CENTS | 78,930.00 |
| 610C-001 | Loose Rip Rap, Class 2 | 68 | TON | 108.70 | one hundred eight DOLLARS seventy CENTS | 7391.60 |
| 610D-003 | Filter Blanket, Geotextile | 438 | SY | 7.00 | seven DOLLARS zero CENTS | 3066.00 |
| 618B-001 | Concrete Driveway, 5" Thick | 724 | SY | 136.40 | one hundred thirty-six DOLLARS forty CENTS | 98,753.60 |
| 619A-102 | 24" Side Drain Pipe End Treatment, Class 1 | 1 | EA | 1870.00 | one thousand eight hundred seventy DOLLARS zero CENTS | 1870.00 |
| 619B-015 | 18" Span, 11" Rise Roadway Pipe End Treatment, Class 1 | 2 | EA | 1595.00 | one thousand five hundred ninety-five DOLLARS zero CENTS | 3190.00 |
| 619B-070 | 51" Span, 11" Rise Roadway Pipe End Treatment, Class 2 | 2 | EA | 4070.00 | four thousand seventy DOLLARS zero CENTS | 8140.00 |
| 619B-070A | 51" Span, 11" Rise Roadway Pipe End Treatment, Class 2 (Double Line) | 1 | EA | 6545.00 | six thousand five hundred forty-five DOLLARS zero CENTS | 6545.00 |
| 619B-071 | 59" Span, 36" Rise Roadway Pipe end Treatment, Class 2 | 1 | EA | 4345.00 | four thousand three hundred forty-five DOLLARS zero CENTS | 4345.00 |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | CONTRACT PRICE |
|---|---|---|---|---|---|---|
| 619B-115 | 18" Span, 11" Rise Side Drain Pipe End Treatment, Class 1 | 2 | EA | 1595.00 | one thousand five hundred ninety-five DOLLARS zero CENTS | 3190.00 |
| 619B-116 | 22" Span, 14" Rise Side Drain Pipe End Treatment, Class 1 | 118 | EA | 1650.00 | one thousand six hundred fifty DOLLARS zero CENTS | 194,700.00 |
| 620A-000 | Minor Structure Concrete | 4 | CY | 2750.00 | two thousand seven hundred fifty DOLLARS zero CENTS | 11,000.00 |
| 621A-011 | Junction Box, Type 1 or 1P | 12 | EA | 8520.00 | eight thousand five hundred twenty DOLLARS zero CENTS | 102,240.00 |
| 621C-109 | Inlets, Type PD | 3 | EA | 8100.00 | eight thousand one hundred DOLLARS zero CENTS | 24,300.00 |
| 621C-145 | Inlets, Type Special Drop (Type 1) | 1 | EA | 11,625.00 | eleven thousand six hundred twenty-five DOLLARS zero CENTS | 11,625.00 |
| 650A-000 | Topsoil | 250 | CY | 89.00 | eighty-nine DOLLARS zero CENTS | 22,250.00 |
| 652C-000 | Mowing | 4 | ACRE | 550.00 | five hundred fifty DOLLARS zero CENTS | 2200.00 |
| 654A-000 | Solid Sodding (Match Existing) | 17600 | SY | 6.35 | six DOLLARS thirty-five CENTS | 111,760.00 |
| 665A-000 | Temporary Seeding | 4 | ACRE | 990.00 | nine hundred ninety DOLLARS zero CENTS | 3960.00 |
| 665B-001 | Temporary Mulching | 12 | TON | 412.50 | four hundred twelve DOLLARS fifty CENTS | 4950.00 |
| 665E-000 | Polyethylene | 2000 | SY | 3.30 | three DOLLARS thirty CENTS | 6600.00 |
| 665I-000 | Temporary Riprap, Class 2 | 216 | TON | 116.60 | one hundred sixteen DOLLARS sixty CENTS | 25,185.60 |

| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | CONTRACT PRICE |
|---|---|---|---|---|---|---|
| 665J-002 | Silt Fence | 135 | LF | 5.50 | five DOLLARS fifty CENTS | 742.50 |
| 665K-000 | Drainage Sump Excavation | 360 | CY | 24.95 | twenty-four DOLLARS Ninety-five CENTS | 8982.00 |
| 665L-000 | Floating Basin Boom | 400 | LF | 49.50 | forty-nine DOLLARS fifty CENTS | 19,800.00 |
| 665O-001 | Silt Fence Removal | 135 | LF | 2.20 | two DOLLARS twenty CENTS | 297.00 |
| 665P-005 | Inlet Protection, Stage 3 or 4 | 12 | EA | 495.00 | four hundred ninety five DOLLARS Zero CENTS | 5940.00 |
| 665Q-002 | Wattle | 1000 | LF | 7.70 | Seven DOLLARS Seventy CENTS | 7700.00 |
| 680A-001 | Geometric Controls | 1 | LS | 10,390.00 | Ten thousand three hundred ninety DOLLARS Zero CENTS | 10,390.00 |
| 740B-000 | Construction Signs | 281 | SF | 14.00 | fourteen DOLLARS Zero CENTS | 3934.00 |
| 740D-000 | Channelizing Drums | 50 | EA | 46.00 | forty-six DOLLARS Zero CENTS | 2300.00 |
| 740F-002 | Barricades, Type III | 10 | EA | 250.00 | two hundred fifty DOLLARS Zero CENTS | 2500.00 |
| 999X-000 | Work of similar nature utilizing bid items and unit prices to be determined by the Engineer | 1 | LS | $15,000 | Fifteen Thousand DOLLARS ZERO CENTS | $15,000.00 |
| | | | | **TOTAL BASE BID** | $ 1,622,268.00 | |

**Base Bid**

Total (All items listed in Proposal) $1,622,268.00

Written in words one million six hundred twenty-two thousand two hundred sixty-eight and zero cents

Number of working days to complete 115

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By Roger M. Dixon
Vice President
Roger Dixon
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Secretary
Blake Lamont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Treasurer
Blake Lamont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

20293
State License Number

Corporate Seal

## ITEM IV
## BID BOND

**KNOW ALL MEN BY THESE PRESENT:**

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **CYPRESS SHORES DRAINAGE IMPROVEMENTS, City of Mobile Project No. *2022-3005-09.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered NOVEMBER 1, 2023 (Date)

JOHN G. WALTON CONSTRUCTION COMPANY, INC. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)

COUNTERSIGNED: _____

LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Alabama Resident Agent By N/A

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

**ADDENDUM**
**Electronic Seals Approved for Surety Bonds**

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

**Zurich American Insurance Company**
**Fidelity and Deposit Company of Maryland**
**Colonial American Insurance Company**

**Robert D. Murray**
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

Bond

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN **all of Norcross, Georgia,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 05th day of July, A.D. 2023.




**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of November, 2023.

By: Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan (Cont'd**

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

Please Print Company John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 1,622,268.00 Date: 11/1/2023

Description Cypress Shores Drainage Improvements

Name of Bidder/Proposer: John G. Walton Construction Co., Inc.

**I intend to use the following subcontractors:** (Attach additional pages if necessary)

| Subcontractor or Major Supplier | Phone | Scope of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | DBE? | Official Verification Only |
|---|---|---|---|---|---|---|
| C. Thornton | 251 639-1906 | Concrete | 426,076.00 | 26.30% | Yes | |
| Coastal Environmental | 251 510-1469 | Erosion | 156,145.00 | 9.63% | Yes | |
| C&H Construction Services | 251 973-9500 | Signage | 12,433.00 | 0.80% | NO | |
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OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

DBE

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



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OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan**

**Section I. Information about your company**

| | |
|---|---|
| Company | John G. Walton Construction Co., Inc. |
| Address | P.O. Box 81222 Mobile, AL 36689 |
| Telephone | 251-342-6250 |
| E-Mail | shawn@johngwalton.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | 2022-3005-09 |
| Project Description | Cypress Shores Drainage Improvements |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5%<br>Total #of Employees 130 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Roger Dixon

Signature: [signature] Date: 11/1/2023

Title: Vice President

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

Name: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

### Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton Phone 251-342-6250 Email shaun@johngwalton.com

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

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

# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

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

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

**Section 2(B)**

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

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

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

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

_____

_____

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## DBE Compliance
## DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

| CONTRACTOR: | Certified DBE: YES NO | Contract Start Date: |
|---|---|---|
| DESCRIPTION: | | Estimated Completion Date: |

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

| Original Contract Amount | Total Amount of Contract Changes (change orders or amendments) | Final Contract Amount (include contract changes) | Payments to Date from City of Mobile | OFFICE USE ONLY (Verification) |
|---|---|---|---|---|
| $ | $ | $ | $ | |

**Instructions:** List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

| DBE SUBCONTRACTOR | DBE DESCRIPTION OF WORK | DBE SUBCONTRACT AMOUNT | DBE PAYMENTS THIS REPORT | PAYMENTS TO DATE | OFFICE USE ONLY (Verification) |
|---|---|---|---|---|---|
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| TOTALS | | $ | $ | $ | |

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

## AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Roger Dixon (affiant) who, being duly sworn says as follows:

Vice President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as V. P. for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

Roger M Dixon

V.P. CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 1st day of November, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

## ACCOUNTING OF SALES TAX FORM

**To:** City of Mobile **Date:** 11/1/2023

**Name of Project:** CYPRESS SHORES DRAINAGE IMPROVEMENTS
**Project Number:** 2022-3005-09

**SALES TAX ACCOUNTING**
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

| | ESTIMATED SALES TAX AMOUNT |
|---|---|
| **BASE BID ITEMS:** | $ 40,000.00 |

**Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**

**Legal Name of Bidder** John G. Walton Construction Co., Inc.
Mailing Address P.O. Box 81292 Mobile, AL 36689
***By (Legal Signature)** _____
*Name (type or print) Roger Dixon (Seal)
*Title Vice President
Telephone Number 251-342-6250

# STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

# State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

**JOHN G WALTON CONSTRUCTION CO INC**

**MOBILE, AL 36689**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

**BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY**

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

**196711**

**20th** day of **July, 2023**

SECRETARY-TREASURER

CHAIRMAN

Bond No. 9420770

**ITEM V**
**LABOR AND MATERIALS BOND**

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million Six Hundred Twenty Two Thousand Two Hundred Sixty Eight And No/100 Dollars ($1,622,268.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2023 (hereinafter called the Contract) for Project No. 2022-3005-09 - Cypress Shores Drainage Improvements which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Co., Inc.

BY: Roger M Dixon

(Signature)

ATTEST: Shaun Stapleton

(Signature)

Roger Dixon

(Print)

Shaun Stapleton (Print)

ITS: Project Manager

ITS: Vice President

(Title)

Fidelity and Deposit Company of Maryland

(Surety sign here) (Corporate name)

BY: Leslie A Paulsen

(Signature)

ATTEST: Krystle Sharp

(Signature)

Leslie A. Paulsen

(Print)

Krystle Sharp (Print)

ITS: Attorney-In-Fact

ITS: Bond Account Executive

(Title)

**Corporate Seal**

**ITEM VI**
**PERFORMANCE BOND**

Bond No. 9420770

**KNOW ALL MEN:** That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Six Hundred Twenty Two Thousand Two Hundred Sixty Eight And No/100 dollars ($ 1,622,268.00 ), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2023, entered into a Contract with the Owner for Project No. 2022-3005-09 - Cypress Shores Drainage Improvements which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Co., Inc.

BY: _____
(Signature)

ATTEST: Roger Dixon
(Print)

Shaun Stapleton
(Signature)

Shaun Stapleton (Print) ITS: Vice President
(Title)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

ATTEST: Leslie A. Paulsen
(Print)

Krystle Sharp
(Signature)

Krystle Sharp (Print) ITS: Attorney-In-Fact
(Title)

ITS: Bond Account Executive
(Title)

**Corporate Seal**

ZURICH®

**ADDENDUM**
**Electronic Seals Approved for Surety Bonds**

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

**Zurich American Insurance Company**
**Fidelity and Deposit Company of Maryland**
**Colonial American Insurance Company**

**Robert D. Murray**
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 14th day of September, A.D. 2023.

SEAL SEAL SEAL

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY MD EXP. 01/27/2025

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2023.

Thomas O. McClellan
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

**During the performance of this contract, the CONTRACTOR agrees as follows:**

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

## ITEM VII
## INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

| | |
|---|---|
| Bodily Injury by Accident | $1,000,000 each accident |
| Bodily Injury by Disease | $1,000,000 policy limit |
| Bodily Injury by Disease | $1,000,000 each employee |

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

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned . non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

## ITEM VIII
## SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation. The Contractor shall restore existing traffic mechanisms to original condition. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. All materials, signage, lights, hardware, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job, where pay items are not included in Section 740, shall be considered incidental to the project.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the

Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A

backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

## ITEM IX
## ARTICLES OF AGREEMENT

**STATE OF ALABAMA)**
**COUNTY OF MOBILE)**
**CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Constructin Co., Inc. _____, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

**Project Name: CYPRESS SHORES DRAINAGE IMPROVMENTS**
**Project No: 2022-3005-09**
**Project Description:** Drainage improvements
**Major work items include**: Ditch grading and installation of drainage structures.

City of Mobile Project Number **2022-3005-09**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 1,622,268.00 (one million six hundred twenty-two thousand *** ) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

**CITY:**

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

**COUNCIL:**

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

**CONTRACT:**

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

***two hundred sixty-eight dollars & zero cents)

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

**CONTRACTOR:**

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

**CITY ENGINEER:**

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

**ENGINEER:**

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **MOTT MACDONALD.**

**AUTHORITY OF THE CITY ENGINEER:**

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

**DUTIES OF THE CONTRACTOR:**

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

**ARBITRATOR:**

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

**STANDARD SPECIFICATIONS:**

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

**WAGE SCALE:**

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

**APPOINTMENT AND AUTHORITY OF INSPECTORS:**

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

**INSPECTION:**

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

**INCOMPETENT EMPLOYEES TO BE DISCHARGED:**

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

**CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:**

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

**RESPONSIBILITY FOR ACCIDENTS:**

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

**WORK TO BE PROSECUTED AS DIRECTED:**

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

**GENERAL COMPLIANCE WITH LAWS:**

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

**SUSPENSION OF WORK:**

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

**DELAYS:**

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

**COMMENCEMENT AND COMPLETION:**

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

**ESTIMATE:**

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

**FINAL ESTIMATE:**

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

**E-VERIFY:**

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

**SOURCE OF FUNDS FOR PAYMENT:**

(26) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

**PROHIBITION OF BOYCOTTING:**

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

**ANTI-DISCRIMINATION CLAUSE:**

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

**GOVERNING LAW AND VENUE:**

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

**E-BUILDER:**

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

**SIGNATURE:**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

**AN INDIVIDUAL**

_____(Print)

WITNESSES:

_____

Shaun Stapleton (Print)

John G. Walton Construction Co., Inc.

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS VICE PRESIDENT

Roger Dixon (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

**Corporate Seal**

11/20/2023

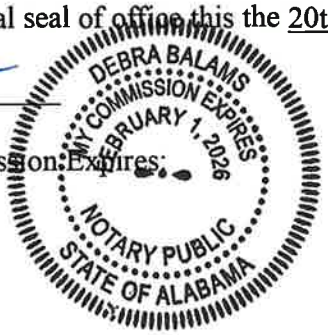
DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Roger Dixon, whose name is signed to the foregoing instrument in the capacity of Vice President of John G. Walton Construction Co., Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 20th day of November, 2023.




NOTARY PUBLIC My Commission Expires:

## ITEM X
## SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

**No Payment for stored material will be included on the monthly estimates.**

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. OMIT

8. OMIT

9. OMIT

10. OMIT

11. OMIT

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

    654.A.1

    Description
    This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

    654.A.2

    Basis of Payment
    Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. OMIT

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

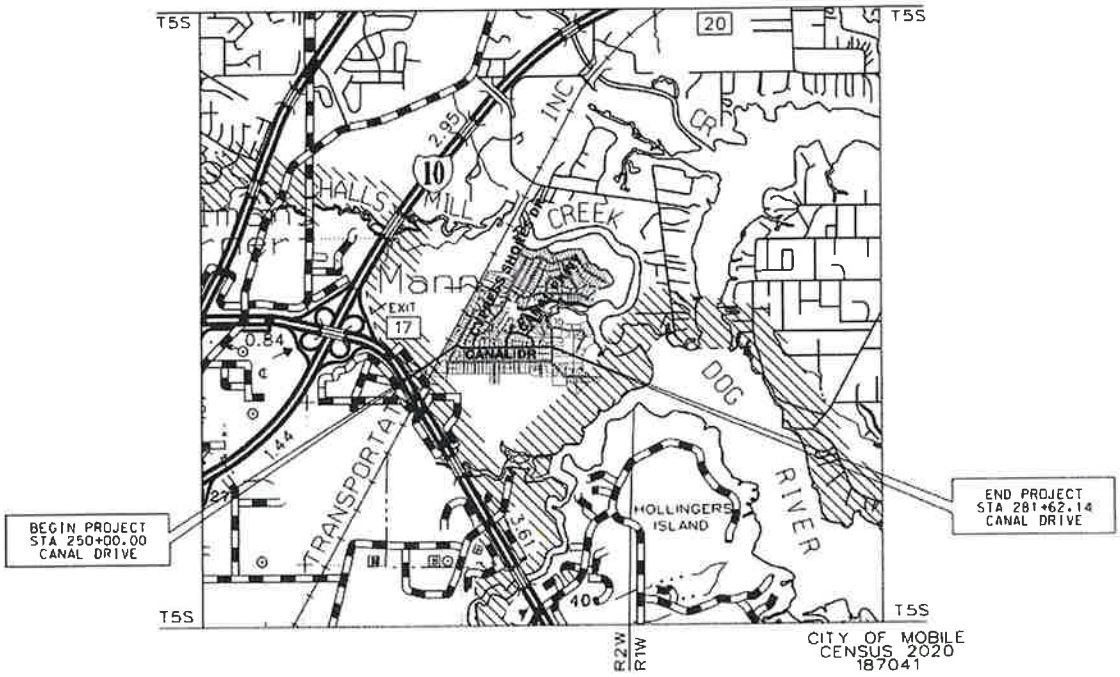
740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

# ATTACHMENT "A"

# LOCATION


T5S
T5S
20
10
2.95
INC
CR
HALLS MILL CREEK
EXIT 17
0.84
1.44
2.61
CANAL DR
DOG RIVER
HOLLINGERS ISLAND
TRANSPORTATION
BEGIN PROJECT
STA 250+00.00
CANAL DRIVE
END PROJECT
STA 281+62.14
CANAL DRIVE
T5S
T5S
R2W
R1W
CITY OF MOBILE
CENSUS 2020
187041

# ATTACHMENT "B"

# CONTRACTORS INSURANCE CERTIFICTIONS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2023

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

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

| PRODUCER | CONTACT NAME: Kelli Smith |
|---|---|
| Cadence Insurance<br>3290 Dauphin Street<br>Suite 600<br>Mobile AL 36606 | PHONE (A/C, No, Ext): 251-340-1771 FAX (A/C, No): 251-470-1050<br>E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| JOHNGWA-01<br>John G. Walton Construction Co., Inc<br>P.O. Box 81222<br>Mobile AL 36689 | INSURER A : Zurich American Insurance Co | 16535 |
| | INSURER B : AlaComp | 18864 |
| | INSURER C : Berkley National Insurance Company | 38911 |
| | INSURER D : Midwest Employers Casualty Company | 23612 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 198999098 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | GLO451086403 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | BAP440192403 | 12/31/2022 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | AUC023068107 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WC10000178672023A | 1/1/2023 | 1/1/2024 | X PER STATUTE OTH-ER | |
| D | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) | | | PBAL155000 | 1/1/2023 | 1/1/2024 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Rented/Leased Equipment | | | MIM103990552 | 12/31/2022 | 12/31/2023 | Each Item<br>Catastrophe | 500,000<br>1,500,000 |

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

Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.
Project: 2022-3005-09
Additional Insured status for City of Mobile is on a primary and non-contributory basis as respects to General Liability per form U-GL-1175-F CW (04/13) and Auto Liability per form U-CA-424-H CW (10/21) but only as required by a written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per form U-GL-925-B CW (12/01) and Auto Liability per form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applies in favor of City of Mobile with respects to General Liability per form U-GL-1521-B CW (01/19) and Auto Liability per form U-CA-832-A CW (01/13) but only as required by written contact.

**CERTIFICATE HOLDER**

City of Mobile
P.O. Box 1827
Mobile AL 36633

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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## IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

*While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.*

## IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

*The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.*

# Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 4510864 - 03 | Effective Date: 12/31/2022 |

This endorsement applies to insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

| SCHEDULE | |
|---|---|
| The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days: | 10* |
| The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days: | 30** |
| * If a number is not shown here, 10 days continues to apply.<br>** If a number is not shown here, 30 days continues to apply. | |

All other terms and conditions of this policy remain unchanged.

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# Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| BAP 4401924 - 03 | 12/31/2022 | 12/31/2023 | | 38404000 | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   **a.** Cancellation, if cancelled for any reason other than nonpayment of premium; or
   **b.** Non-renewal, but not including conditional notice of renewal.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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# Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 4510864 - 03 | 12/31/2022 | 12/31/2023 | | 38404000 | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** John G. Walton Construction Company, Inc.

**Address (including ZIP Code):** 1806 Wolf Ridge Rd
Mobile, AL 36618-1400

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**a.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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**C.** The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   **Primary and Noncontributory insurance**

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   **a.** The additional insured is a Named Insured under such other insurance; and

   **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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# Coverage Extension Endorsement

ZURICH

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. BAP 4401924 - 03 | Effective Date: 12/31/2022 |

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   **a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   **c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   **d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

## I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

## J. Tapes, Records and Discs Coverage

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

## K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

## L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   **Temporary Substitute Autos – Physical Damage**

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   **Temporary Substitute Autos – Physical Damage**

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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## V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

## W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

# Waiver Of Subrogation (Blanket) Endorsement

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l Prem. | Return Prem. |
|---|---|---|---|---|---|---|
| GLO 4510864 - 03 | 12/31/2022 | 12/31/2023 | | 38404000 | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Mobile<br>P.O. Box 1827<br>Mobile, Alabama 36633-1827 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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# ATTACHMENT "C"

# SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation: you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan**

**Section I. Information about your company**

| | |
|---|---|
| Company | John G. Walton Construction Co., Inc. |
| Address | P.O. Box 81222 Mobile, AL 36689 |
| Telephone | 251-342-6250 |
| E-Mail | shawn@johngwalton.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | 2022-3005-09 |
| Project Description | Cypress Shores Drainage Improvements |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5%<br>Total #of Employees 130 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Roger Dixon

Signature: _____ Date: 11/1/2023

Title: Vice President

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

Name: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

DBE

**FORM 1: Background and Plan (Cont'd**

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

Please Print Company: John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 1,622,268.00 Date: 11 / 1 / 2023

Description: Cypress Shores Drainage Improvements

Name of Bidder/Proposer: John G. Walton Construction Co., Inc.

**I intend to use the following subcontractors:** (Attach additional pages if necessary)

| Subcontractor or Major Supplier | Phone | Scope of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | DBE? | Official Verification Only |
|---|---|---|---|---|---|---|
| C. Thornton | 251 639-1906 | Concrete | 426,076.00 | 26.30% | Yes | |
| Coastal Environmental | 251 510-1469 | Erosion | 156,145.00 | 9.63% | Yes | |
| C&H Construction Services | 251 973-9500 | Signage | 12,433.00 | 0.80% | NO | |
| | | | | | | |
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# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

### Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shawn Stapleton Phone 251-342-6250 Email shawn@johngwalton.com

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

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

# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

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

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

**Section 2(B)**

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

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

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

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

_____

_____

# CITY OF MOBILE

**DBE Compliance**

**DBE UTILIZATION REPORT**

Return to Office of Supplier Diversity
Via email: archonque.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

| CONTRACTOR: | Certified DBE: YES NO | Contract Start Date: |
|---|---|---|
| DESCRIPTION: | | Estimated Completion Date: |

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

| Original Contract Amount | Total Amount of Contract Changes (change orders or amendments) | Final Contract Amount (include contract changes) | Payments to Date from City of Mobile | OFFICE USE ONLY (Verification) |
|---|---|---|---|---|
| $ | $ | $ | $ | |

**Instructions:** List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

| DBE SUBCONTRACTOR | DBE DESCRIPTION OF WORK | DBE SUBCONTRACT AMOUNT | DBE PAYMENTS THIS REPORT | PAYMENTS TO DATE | OFFICE USE ONLY (Verification) |
|---|---|---|---|---|---|
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| TOTALS | | $ | $ | $ | |

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ (Title) ___/___/___ (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

**AFFIDAVIT OF VENDOR / CONTRACTOR**

Before me, a Notary public, personally appeared Roger Dixon (affiant) who, being duly sworn says as follows:

Vice President/~~CEO~~ of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as V.P. for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

Roger M. Dixon

V.P. ~~CEO~~ of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 1st day of November, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

E-Verify

**Company ID Number: 404786**

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

## ARTICLE I

## PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and John G. Walton Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

## ARTICLE II

## FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

**Company ID Number: 404786**

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

**Company ID Number: 404786**

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

**Company ID Number: 404786**

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

**Company ID Number: 404786**

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

**Company ID Number: 404786**

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

**Company ID Number: 404786**

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

**Company ID Number: 404786**

## ARTICLE IV

## SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V

## PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

**Company ID Number: 404786**

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

**Company ID Number: 404786**

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

| | |
|---|---|
| **Employer** John G. Walton Construction Company, Inc. | |
| **Phillip Anglin**<br>Name (Please Type or Print) | Title |
| *Electronically Signed*<br>Signature Phillip Anglin | Date 03/29/2012<br>3-29-12 |
| **Department of Homeland Security – Verification Division** | |
| **USCIS Verification Division**<br>Name (Please Type or Print) | Title |
| **Electronically Signed**<br>Signature Phillip Anglin | Date 03/29/2012<br>3-29-12 |

Information Required for the E-Verify Program

**Information relating to your Company:**

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

Company Facility Address: 1806 Wolf Ridge Rd.
Mobile, AL 36618

Company Alternate Address: P.O. Box 81222
Mobile, AL 36689

County or Parish: MOBILE

Employer Identification Number: 631158993

E-Verify

**Company ID Number: 404786**

| | |
|---|---|
| North American Industry Classification Systems Code: | 237 |
| Administrator: | |
| Number of Employees: | 5 to 9 |
| Number of Sites Verified for: | 1 |

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- ALABAMA 1 site(s)

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name: **Phillip L Anglin**
Telephone Number: **(251) 342 - 6250** Fax Number: **(251) 342 - 6290**
E-mail Address: **phillip@johngwalton.com**

# Alabama Secretary of State

| John G. Walton Construction Company, Inc. | |
|---|---|
| Entity ID Number | 000-176-129 |
| Entity Type | Domestic Corporation |
| Principal Address | MOBILE, AL |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 12/13/1995 |
| Registered Agent Name | WALTON, JOHN G |
| Registered Office Street Address | 1806 WOLF RIDGE ROAD<br>MOBILE, AL 36618 |
| Registered Office Mailing Address | Not Provided |
| Nature of Business | ANY LAWFUL ACTIVITY |
| Capital Authorized | $10,000 |
| Capital Paid In | ---- |
| **Incorporators** | |
| Incorporator Name | WALTON, JOHN G |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| **Annual Reports** | |
| Annual Report information is filed and maintained by the Alabama Department of Revenue.<br>If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports. | |
| Report Year | 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 |
| **Transactions** | |
| Transaction Date | 03/23/1998 |
| Registered Agent Changed From | WATTS, R GREGORY<br>104 ST FRANCIS ST 8TH FLOOR<br>MOBILE, AL 36602 |
| Transaction Date | 10/08/2008 |
| Registered Agent Changed From | WALTON, JOHN G<br>4272 BIT & SPUR RD #28<br>MOBILE, AL 36608 |
| **Scanned Documents** | |
| Document Date / Type / Pages | 12/13/1995 Certificate of Formation 4 pgs. |
| Document Date / Type / Pages | 03/23/1998 Registered Agent Change 1 pg. |
| Document Date / Type / Pages | 10/08/2008 Registered Agent Change 1 pg. |

Browse Results | New Search

# ATTACHMENT "D"

# CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

# CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE**
**CITY PROJECT NO. 2022-3005-09**
**CYPRESS SHORES DRAINAGE IMPROVMENTS**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
**CITY PROJECT NO. 2022-3005-09**
**CYPRESS SHORES DRAINAGE IMPROVEMENTS**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

# CITY OF MOBILE

# CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

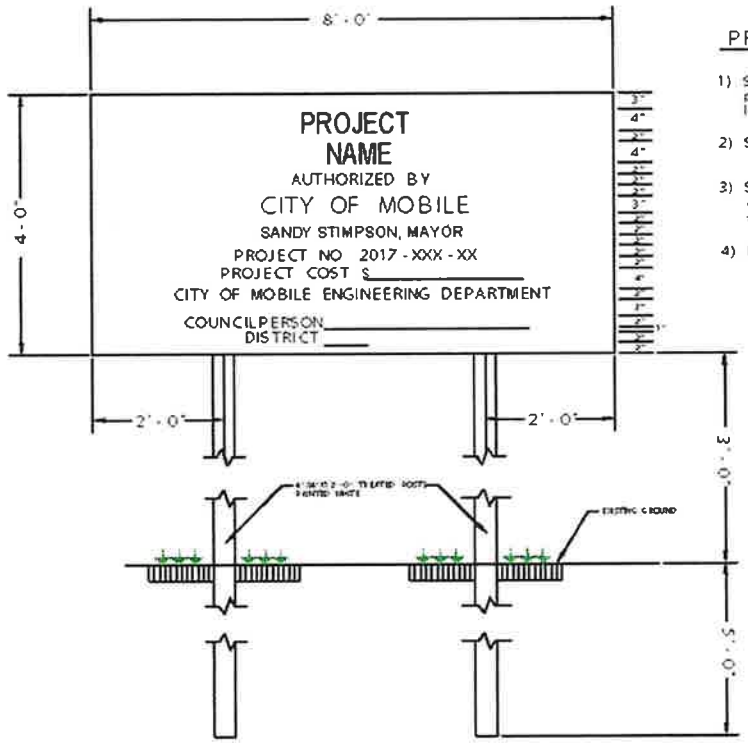
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

# ATTACHMENT "E"

# SIGN DETAILS




## PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel

2) Sign to be placed at location directed by the Engineer

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign

Note: This detail is provided as an example only. Text will be project specific.

# ATTACHMENT "F"

# GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

# ATTACHMENT "G"

# TAX EXEMPTION

## REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

Tax

## ACCOUNTING OF SALES TAX FORM

**To:** City of Mobile

**Date:** 11/1/2023

**Name of Project:** CYPRESS SHORES DRAINAGE IMPROVEMENTS
**Project Number:** 2022-3005-09

**SALES TAX ACCOUNTING**

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

| | ESTIMATED SALES TAX AMOUNT |
|---|---|
| **BASE BID ITEMS:** | $ 40,000.00 |

**Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**

**Legal Name of Bidder** John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81282 Mobile, AL 36689

***By (Legal Signature)** [signature]

*Name (type or print) Roger Dixon (Seal)

*Title Vice President

Telephone Number 251-342-6250

# STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

# State Licensing Board for General Contractors

## THIS IS TO CERTIFY THAT

**JOHN G WALTON CONSTRUCTION CO INC**

**MOBILE, AL 36689**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

**BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY**

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

**20th** day of **July, 2023**

**196711**

Michael B. Tew
SECRETARY-TREASURER

CHAIRMAN

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**
Leslie Rey, Director of Human Resources

**Sponsored by:**
William S. Stimpson, Mayor

**Purpose and Scope of Project:**
Contract for employee health benefits consulting services.

**Amount of Contract:**
45,000

**Effective Date of Contract:**
12/1/2023

**Funding Source**

| | |
|---|---|
| **Project #** Gulf States Consultants & Administrators, Inc. | **Discretionary Funds** |
| **Project String** | **Contract Number:** |
| **Budget Amendment** **REDUCE** **INCREASE** | |
| **Grant Funds** | **Matching Funds** |

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Accounting | Angle, Laura | Approved | 12/28/2023 - 2:39 PM |
| Legal | Kern, Chris | Approved | 12/29/2023 - 11:55 AM |
| Mayors Office | Barber, James | Approved | 12/29/2023 - 12:10 PM |
| | | | 12/29/2023 - |

| | | | |
|---|---|---|---|
| Legal | Kern, Chris | Approved | 11:56 AM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**
Ricardo A. Woods, City Attorney

**Sponsored by:**
William S. Stimpson, Mayor

**Purpose and Scope of Project:**
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Michelle Bean

**Amount of Contract:**
n/a

**Effective Date of Contract:**
1/9/2024

**Funding Source**

**Project #** Resolution for Settlement Agreement and Release of Claims - Bean

**Discretionary Funds** n/a

**Project String** n/a

**Contract Number:**n/a

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

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution for Settlement Agreement and Release of Claims - Bean | Resolution Letter | 12/28/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Legal | Barfield, Becky | Approved | 12/28/2023 - 12:38 PM |

12/28/2023 -

| | | | |
|---|---|---|---|
| Legal | Monteiro, Cherlina | Approved | 12:48 PM |
| Mayors Office | Barber, James | Approved | 12/28/2023 - 1:32 PM |

**R E S O L U T I O N**

**Sponsored by: Mayor William S. Stimpson**

BE IT RESOLVED by the City Council of the City of Mobile, 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 Michelle Bean, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D027\P005\00122518.doc

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Ricardo A. Woods, City Attorney

**Sponsored by:**

William S. Stimpson, Mayor

**Purpose and Scope of Project:**

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Patricia and Brandon Law

**Amount of Contract:**

n/a

**Effective Date of Contract:**

1/9/2024

**Funding Source**

**Project #** Resolution for Settlement Agreement and Release of Claims - Law

**Discretionary Funds** n/a

**Project String** n/a

**Contract Number:**n/a

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

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution for Settlement Agreement and Release of Claims - Law | Resolution Letter | 12/28/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Legal | Barfield, Becky | Approved | 12/28/2023 - 12:41 PM |

12/28/2023 -

| | | | |
|---|---|---|---|
| Legal | Monteiro, Cherlina | Approved | 12:49 PM |
| Mayors Office | Barber, James | Approved | 12/28/2023 - 1:32 PM |

**R E S O L U T I O N**

**Sponsored by: Mayor William S. Stimpson**

BE IT RESOLVED by the City Council of the City of Mobile, 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 Patricia and Brandon Law, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D027\P005\00122517.doc

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**
Ricardo A. Woods, City Attorney

**Sponsored by:**
William S. Stimpson, Mayor

**Purpose and Scope of Project:**
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Kaylin Robinson

**Amount of Contract:**
n/a

**Effective Date of Contract:**
1/9/2024

**Funding Source**

**Project #** Resolution for Settlement Agreement and Release of Claims - Robinson

**Discretionary Funds** n/a

**Project String** n/a

**Contract Number:**n/a

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

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution for Settlement Agreement and Release of Claims - Robinson | Resolution Letter | 12/28/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Legal | Barfield, Becky | Approved | 12/28/2023 - 12:45 PM |

12/28/2023 -

| | | | |
|---|---|---|---|
| Legal | Monteiro, Cherlina | Approved | 12:49 PM |
| Mayors Office | Barber, James | Approved | 12/28/2023 - 1:33 PM |

**R E S O L U T I O N**

**Sponsored by: Mayor William S. Stimpson**

BE IT RESOLVED by the City Council of the City of Mobile, 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 Kaylin Robinson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**
Ricardo A. Woods, City Attorney

**Sponsored by:**
William S. Stimpson, Mayor

**Purpose and Scope of Project:**
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Brenda Williams

**Amount of Contract:**
n/a

**Effective Date of Contract:**
1/9/2024

**Funding Source**

**Project #** Resolution for Settlement Agreement and Release of Claims - Williams

**Discretionary Funds** n/a

**Project String** n/a

**Contract Number:**n/a

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

**Grant Funds** n/a

**Matching Funds** n/a

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution for Settlement Agreement and Release of Claims - Williams | Resolution Letter | 12/28/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Legal | Barfield, Becky | Approved | 12/28/2023 - 11:10 AM |

12/28/2023 -

| | | | |
|---|---|---|---|
| Legal | Monteiro, Cherlina | Approved | 11:22 AM |
| Mayors Office | Barber, James | Approved | 12/28/2023 - 11:42 AM |

**R E S O L U T I O N**

**Sponsored by: Mayor William S. Stimpson**

BE IT RESOLVED by the City Council of the City of Mobile, 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 Brenda 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.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D027\P005\00122532.doc

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 12/7/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 12/7/2023 - 12:19 PM |

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2201, 2223, and 2260 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 12, 2023, a public hearing will be held on the 9th day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2202, 2223, and 2260 Halls Mill Road from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to B-5, Office Distribution District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE 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:

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD

HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

AND

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

AND

THAT PORTION OF LOT 2, CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, MOBILE COUNTY PROBATE COURT RECORDS LYING NORTH OF THE EASTWARD PROJECTION OF THE NORTHERN BOUNDARY OF BLOCK 1 OF KARAGAN SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 201, MOBILE COUNTY PROBATE RECORDS, WHICH PROJECTED LINE RUNS FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID KARAGAN SUBDIVISION, SOUTH 73 DEGREES 25 MINUTES EAST FOR APPROXIMATELY 50.56 FEET.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of 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-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said 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-5, Office Distribution District until all of the conditions set forth below have been complied with: 1. No access to Karagan Drive;
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.

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

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 20th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2201, 2223, & 2260 Halls Mill Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-5** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-5** districts until the following conditions have been complied with: **1. No access to Karagan Drive; 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.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

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

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

**Section One:** That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, 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:

**BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0**

**AND**

**BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0**

**AND**

**CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008**

**AND**

**THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008**

**AND**

**THAT PORTION OF LOT 2, CROSS POND SUBDIVISION, FIRST ADDITION, AS RECORDED IN MAP BOOK 78, PAGE 26, MOBILE COUNTY PROBATE COURT RECORDS LYING NORTH OF THE EASTWARD PROJECTION OF THE NORTHERN BOUNDARY OF BLOCK 1 OF KARAGAN SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 201, MOBILE COUNTY PROBATE RECORDS, WHICH PROJECTED LINE RUNS FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID KARAGAN SUBDIVISION, SOUTH 73 DEGREES 25 MINUTES EAST FOR APPROXIMATELY 50.56 FEET.**

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of 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-5, Office Distribution District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said 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-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. No access to Karagan Drive; 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.**

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

Adopted:

**Lisa Lambert, City Clerk**

**Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)**
**2201, 2223, & 2260 Halls Mill Road**
**Council District 3 C. J. Small**

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

**MOBILE CITY PLANNING COMMISSION**

December 7, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 considered the request of **Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to B-5, Office Distribution District** for the property located at **2201, 2223, & 2260 Halls Mill Road.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 20, 2023

J. Casey Pipes
Helmsing Leach, P.C.
150 Government Street
Suite 2000
Mobile, Alabama 36602

Re: 2201, 2223,0& 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC
(J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

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

At its meeting on November 16, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request:

A) Compatibility. The proposed amendment is compatible with:
   - The current development trends, if any, in the vicinity of the subject property;
   - Surrounding land uses;
   - Would not adversely impact neighboring properties; or
   - Cause a loss in property values.

B) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,

C) Change. Changed or changing conditions in the area make an amendment necessary and desirable.

D) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. No access to Karagan Drive;
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.

The advertising fee for this application based on the current legal description is $464.36. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

**MOBILE CITY PLANNING COMMISSION**
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

The Re-Subdivision of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records will create two parcels:

Parcel A:

That portion of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records lying North of the eastward projection of the northern boundary of Block 1 of Karagan Subdivision as recorded in Map Book 8, Page 201, Mobile County Probate Records, which projected line runs from the Northeast corner of Lot 1, Block 1, of said Karagan Subdivision, South 73 Degrees 25 Minutes East for approximately 50.56 feet.

Parcel B:

That portion of Lot 2, Cross Pond Subdivision, First Addition, as recorded in Map Book 78, Page 26, Mobile County Probate Court Records lying South of the eastward projection of the northern boundary of Block 1 of Karagan Subdivision as recorded in Map Book 8, Page 201, Mobile County Probate Records, which projected line runs from the Northeast corner of Lot 1, Block 1, of said Karagan Subdivision, South 73 Degrees 25 Minutes East for approximately 50.56 feet.

Currently the land in Parcel A is zoned B-3, and the land in Parcel B is zoned R-1. The request is to rezone Parcel A to B-5, and to leave Parcel B as R-1. The subdivision would eliminate the split zoning.

**LEGAL DESCRIPTIONS REVISED**

**Parcel No. 1: 2260 Halls Mill Road**

**Parcel Key:** 00896267

**Parcel ID:** R022909510008033.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

- Parcel 1 was created prior to March 8, 1962, as evidenced by a submitted deed with a date preceding this date.
    - Deed Book 648; pgs 209-217 (Lease and Mortgage dated September 30, 1955)
    - Deed Book 676; pg 538 (Deed dated April 12, 1956)

**Parcel No. 2: 2223 Halls Mill Road**

Parcel No. 2 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

Parcel Key: 00896249

Parcel ID: R022909510008031.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

**Parcel No. 3: 2201 Halls Mill Road**

Parcel No. 3 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

**Parcel Key**: 01677411
**Parcel ID:** R022909510008001.000

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

**Parcel No. 4**

Parcel No. 4 is part of the Cross Pond Subdivision, Map Book 72, Page. 64, as recorded on December 3, 1996.

**Parcel Key**: 01508363
**Parcel ID:** R022909510008003.000

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

**Parcel No. 5**

**Parcel No.** Parcel No. 5 is Lot 2 of the First Addition to the Cross Pond Subdivision, Map Book 78, Page. 26, as recorded on April 29, 1998.

**Parcel Key**: 02857698
**Parcel ID:** R022909510008026.001

LOT 2 CROSS POND SUBD 1ST ADD MBK 78 PG 26 #SEC 51 T4S R1W #MP29 09 51 0 008

For additional legal – see Alta Survey, attached.

**MOBILE CITY PLANNING COMMISSION**
**October 20, 2023**
**PUBLIC HEARING NOTICE**

Re: 2201, 2223, & 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 16, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 15, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

**MOBILE CITY PLANNING COMMISSION**
**October 20, 2023**
**PUBLIC HEARING NOTICE**

Re: 2201, 2223, & 2260 Halls Mill Road
ZON-UDC-002697-2023
Legendary Investment Ventures / Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)
District 3
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 16, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Office Distribution District (B-5); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 15, 2023, to allow adequate time for the Commission members to review the information.

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

ZON-UDC-002697-2023

City of Mobile · Planning & Zoning

# Planning Commission Application

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

**Fees**

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

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

---

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

| | Applicant | Agent (If Applicable) |
|---|---|---|
| **Name:** | Legendary Investment Ventures/Dismuke Transport, LLC | J. Casey Pipes |
| **Firm:** | | Helmsing Leach, P.C. |
| **Phone:** | 229-347-7687 | 251-432-5521 |
| **Email:** | adismuke@dismuketransportandrecovery.com | jcp@helmsinglaw.com |
| **Address:** | | 150 Government St., Ste 2000, Mobile, AL 36602 |

| | Owner | Design Professional |
|---|---|---|
| Name: | R.M. Shackleford | |
| Firm: | Gulf Coast Truck & Equipment Co., Inc. | |
| Phone: | 251-476-2744 | |
| Email: | | |
| Address: | 2260 Halls Mill Road, Mobile, AL 36602 | |

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

2260, 2201, 2223, (no address) and (no address) Halls Mill Road — Property Address

34.5 Acres — Property Area (acres or square feet)

Key No. 00896267; 01677411; 00896249; 02857698; 01508363 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

B-5 — Proposed Zoning or Transect District (if applicable)

**3. NEIGHBORHOOD MEETING** Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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

Owner Signature — Date

Keri Coumanis Digitally signed by Keri Coumanis Date: 2023.10.16 10:36:38 -05'00' — Applicant or Agent Signature (if applicable)

10/16/2023 — Date

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

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

Keri Coumanis Digitally signed by Keri Coumanis Date: 2023.10.16 10:34:20 -05'00' — Applicant or Agent Signature

10/16/2023 — Date

City of Mobile · Planning & Zoning

# Plan Submission Contact Information

Name of Project: Dismuke Transport, LLC: Mobile Site

Address: 951 US Hwy. 82 W., Suite B Leesburg, GA 31763

Owner: Gulf Coast Truck and Equipment Co., Inc.

Address: 2260 Halls Mill Road Mobile, AL Zip Code: 36606

Phone: (251) 476-2744 Fax: _____ Email: _____

Authorized Agent: J. Casey Pipes

Address: 150 Government St., Ste 2000, Mobile, AL Zip Code: 36602

Phone: 251-432-5521 Fax: _____ Email: jcp@helmsinglaw.com

Contractor: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: N/A

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:

Signature: _____ Print: J. Casey Pipes

Date: 10/15/2023 Affiliation to project/Organization: Agent

# CHECKLIST B
# Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ Neighborhood Meeting documentation
- ☒ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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## A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The Halls Mill Road corridor has been identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." The applicant proposes to rezone the parcel from B-3 to B-5. B-5 zoning is not inconsistent with the Mixed Commercial Corridor according to the "Zoning District Correspondence Matrix."

The proposal aligns with a number of goals of the Map for Mobile. For more information, please see the Statement of Justification for Rezoning attached to this application.

Mixed Commercial Corridor
Future Land Use Map (FLUM) Designation

B-5
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☒ Yes ☐ No

If yes, describe the error

The mistake or error concerns the parcel located at 2260 Halls Mill Road (Parcel No. 022909510008033), which is split-zoned. The northwestern corner of the lot is zoned R-1, while the remainder is zoned B-3. This split-zoned parcel is a manifest error in the zoning map. The current use of this portion of the property is not R-1. As such, the zoning map should be corrected to match the remainder of the parcel. Also, it appears the parcel has been in commercial use since at least 1955. Given the parcel's location, at the corner of Halls Mill Road and Pleasant Valley, it cannot support residential development.

3. Describe how this proposal promotes the community's health, safety, and welfare.

The proposed rezoning and future development of this site amounts to a significant economic investment in this neighborhood. This investment will provide stability to the built environment. Betterment is expected as well. If purchased, the new property owners intend to clean the site up. As a result, this proposal advances the general welfare of the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

Halls Mill Road was traditionally dominated by small businesses and served as a locally owned commercial corridor. This corridor has more recently been experiencing increased small-scale industrialization and broader regional investment interest. There is a need within the City for commercial sites possessing the physical area to serve a regional market. This site provides an opportunity to meet that need; and, the rezoning request is in keeping with the changing conditions Halls Mill Road is experiencing. For additional information, please see the Statement of Justification for Rezoning.

**B. SITE AND NEIGHBORHOOD COMPATIBILITY** The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

This rezoning allows the current use on the property to continue. In addition, as discussed above, the Halls Mill Road corridor is transitioning from a declining, neighborhood-based commercial corridor to regionally-based small-scale industrial uses, warehousing and/or supply houses associated with other local industries. Rezoning this site aligns with this transition by allowing the uses on the property to continue, and supporting the addition of other uses, such as distribution and warehousing.

2. Describe the surrounding land uses.

The uses surround the site vary. There are a number of commercial, retail and local industries along Halls Mill Road. To the east, the site is bordered by Eslava Creek. Across the creek, further east, there are single-family residences and a multi-family development. To the south, the site is bordered by commercial, light industrial and residential development.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

The site will continue to be used as it is today. Dismuke intends to use the current Gulf Coast Truck and Equipment offices to operate its auto hauling enterprise. Because of the similarity between the current use of the site and the proposed use of the site, no potential adverse impacts are foreseen.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The site is served by two driveways and local utilities. There is adequate infrastructure in place.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed project, and rezoning, is directly related to the activities at the Port; specifically, the $60 million Roll On/Roll Off Automobile Terminal. Trucks, in close proximity, and designed to transport vehicles arriving at the Port's RO/RO terminal will be necessary to ensure future success of the Port's initiatives. The rezoning, by allowing trucks to continue to operate from this site, therefore, supports regional economic development efforts.

**C. SPECIFIC AREA PLANS** For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, R.M. SHACKEFORD, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Gulf Coast Truck & Equipment Company, a corporation for the property located within the city limits of Mobile, Alabama at 2260 Halls Mill Rd Mobile, AL 36606 AND 2223 HALLS MILL ROAD

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

| | |
|---|---|
| Casey Pipes | |
| Designee (1) | Designee (2) |
| jcp@helmsinglaw.com | |
| Email | Email |
| 251-432-5521 | |
| Phone Number | Phone Number |
| RM Shackeford | 9-11-23 |
| Signature of Company Owner | Date |

## NARRATIVE / STATEMENT OF JUSTIFICATION FOR REZONING

The site is currently the location of Gulf Coast Trucking where truck and trailer storage, warehousing, and trucking operations have been located for a number of years. The current owner desires to sell the property, and Legendary Investments d/b/a as Dismuke Transport, LLC currently has it under contract. The request is to rezone the parcels from B-3 to B-5 to essentially allow the current type of use to continue.

The rezoning request is necessary and justified by the fact that the table of uses under the new zoning code has changed from the old zoning code, and the rezoning is further necessary and justified by following conditions:

> **MANIFEST ERROR OR MISTAKE. Whether there was a mistake or error in the original zoning map;**
>
> **CHANGE IN CONDITIONS. Changed or changing conditions in a particular area, or in the planning region generally, make a change in the zoning designation of the property necessary and desirable; and,**
>
> **INCREASE IN NEED FOR SITES FOR BUSINESS OR INDUSTRY. Increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district.**

Halls Mill Road was traditionally dominated by small businesses and served as a locally owned commercial corridor. It has more recently been experiencing increased small-scale industrialization and broader regional investment interest. As the City's population has shifted further West, the corridor's proximity to Highway 90, to Downtown Mobile, and to both interstates, makes it an attractive location for regionally-based distributors, supply houses, and industries. it's the current conditions actually align consistently with this area's older, and more traditional type of land use, when it was Highway 90 and a route for interstate commerce.

The need for more commercial sites with the physical area to serve a regional market is another grounds for this rezoning application. The proposed use of this site for trucking and storage of port-related goods is directly linked to the economic development activities at the Port of Mobile and the opening of the Roll On / Roll Off Terminal. Though the potential buyer's use is not materially different than the current owner's use, a rezoning is necessary in order to allow

the continued use of the property to expand and to provide for additional uses on the parcel, such as warehouses.

The general character of the proposed use is in alignment with the Map for Mobile. The Halls Mill Road corridor is identified on the Future Land Use Map, an exhibit to the Map for Mobile, as a "Mixed Commercial Corridor." According to the "Zoning District Correspondence Matrix" created by City staff, a B-5 zoning district is not inconsistent with the Mixed Commercial Corridor designation.

Further, the rezoning proposal aligns with the Map for Mobile Principles by providing an opportunity for "Strategic infill and redevelopment" on a large parcel in an under-utilized commercial area. Map for Mobile, pg. 7. The proposal also aligns with the Map for Mobile's built environment goals by supporting redevelopment of an existing site with existing infrastructure, thereby minimizing sprawl and creating a mixed use center in a developed area. Map for Mobile, pgs. 37 and 38. The proposal supports economic development by providing an opportunity for greater access to jobs and employment centers in an underserved areas. Map for Mobile, p. 41. The proposal, a significant investment along Halls Mill Road, supports current and future small businesses and entrepreneurs to locate in underserved areas. Map for Mobile, p. 61.

Finally, the proposed use of the site is nearly identical to the historical and current use of the site, as well as that of the adjacent property owners. Many years ago, the site was used by Brown's Velvet Ice Cream Co., a New Orleans-based dairy, and housed a cold storage warehouse and delivery trucks. Likewise, the adjacent properties currently experience daily truck traffic and provide space for overnight truck storage.

An error in the zoning map also requires a rezoning. The parcel located at 2260 Halls Mill Road (Parcel No. 022909510008033) is split-zoned. The northwestern corner of the lot is zoned R-1, while the remainder of the parcel is zoned B-3. This parcel should not have been split-zoned and this is a manifest error in the zoning map. The current use of this portion of the property is not R-1 and the zoning map should be corrected to match the remainder of the parcel. Given the parcel's location at the corner of Halls Mill Road and Pleasant Valley, it cannot support residential development.

## LEGAL DESCRIPTIONS

**Parcel No. 1: 2260 Halls Mill Road**

**Parcel Key:** 00896267

**Parcel ID:** R022909510008033.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

**Parcel No. 2: 2223 Halls Mill Road**

Parcel Key: 00896249

Parcel ID: R022909510008031.000

BEG AT THE PRESENT LOCATION OF THE SW COR OF HALL'S MILL RD (OLD HWY 90) & PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD RUN WLY ALG THE S/L OF PLEASANT VALLEY RD 581.54 FT TO A PT WHICH PT IS THE NE COR OF LOT 29 OF FAIRMONT SUBDIV MBK 5 P 223 TH RUN S 01 DEG 12 MIN E A DIS OF 217.75 FT TO A PT TH RUN SELY 250 FT TO A PT ON THE NW LINE OF SD HALL'S MILL RD WHICH PT IS 570 FT DIS FROM POB RUN N NELY ALG THE NW LINE OF SD HALL'S MILL RD 570 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 0

**Parcel No. 3: 2201 Halls Mill Road**

**Parcel Key:** 01677411
**Parcel ID:** R022909510008001.000

CROSS-POND S/D MBK 72/64 LESS & EXCEPT COMG ON E R/W OF ICG RR AROUND INT OF EXT OF N/L LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT (S) TH E 543 FT(S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

**Parcel No. 4**

**Parcel Key:** 01508363

**Parcel ID:** R022909510008003.000

THAT PT OF CROSS-POND S/D MBK 72/64 DESC AS FOLL: COMG ON E R/W OF ICG RR LOT 1 BLK 1 KARAGANS SUB MBK 8 P 201 RUN TH NLY ON R/W 945 FT(S) TH E 543 FT (S) TO ESLAVA CRK TH S ALG CRK 1060 FT(S) TH NWLY TO POB #SEC 51 T4S R1W #MP29 09 51 0 008

**Parcel No. 5**

**Parcel Key:** 02857698
**Parcel ID:** R022909510008026.001

LOT 2 CROSS POND SUBD 1ST ADD MBK 78 PG 26 #SEC 51 T4S R1W #MP29 09 51 0 008

For additional legal – see Alta Survey, attached.

# NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

**This section applies to any of the following applications:**

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

**Please verify the following documentation is provided:**

- [x] Dated Photograph(s) of the posted sign(s)
- [x] The verified address list of surrounding property owners who were notified
- [ ] A sign-in sheet documenting meeting attendance
- [ ] Written summary or minutes of the meeting
- [ ] Copies of any site plans, building elevations or other documents provided or referenced at the meeting

**Neighborhood Meeting Proceedings:**

1. What was the date and location of the meeting?
   The meeting will be held on October 24 at 5:30 p.m. Following the meeting, this form and the information requested above will be submitted to the City of Mobile planning staff.

2. What information was presented at the meeting?
   A map of the properties and information about the uses allowed in B-5, as well as B-3, will be presented.

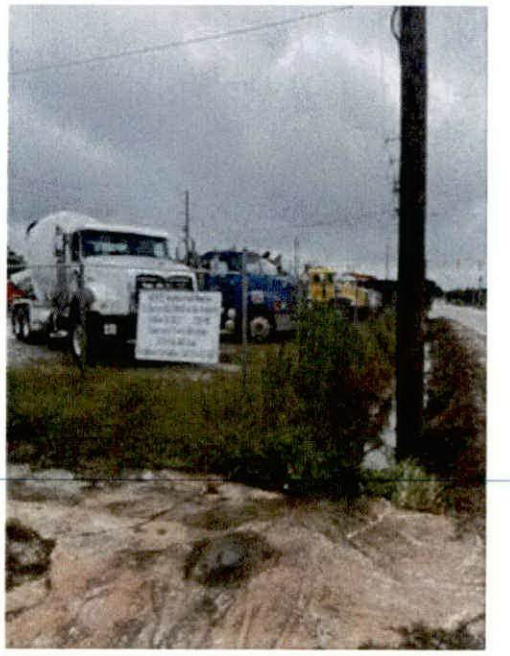
3. What concerns were raised during the meeting?

4. Were any modifications made or considered in response to the concerns raised at the meeting?

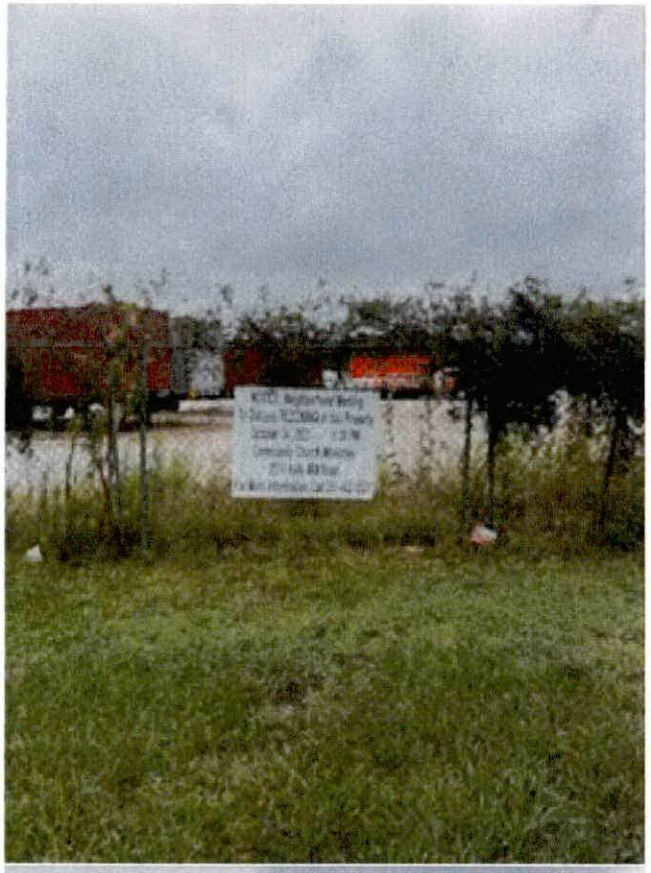
Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

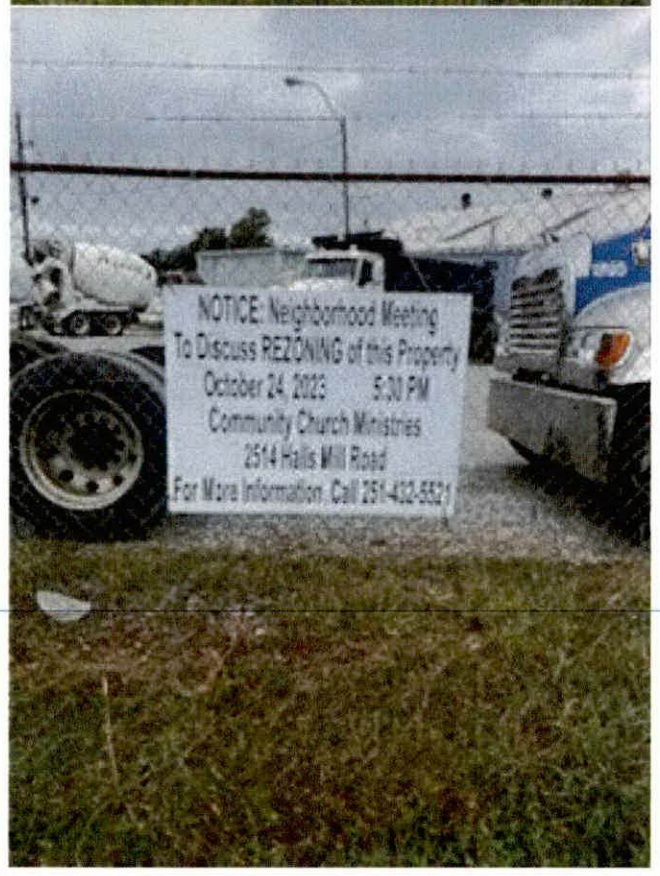
2201, 2223, 2260 Halls Mill Road



**Notices Posted (7): Neighborhood Meeting**
**Posted on Thursday, October 12, 2023**





Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023



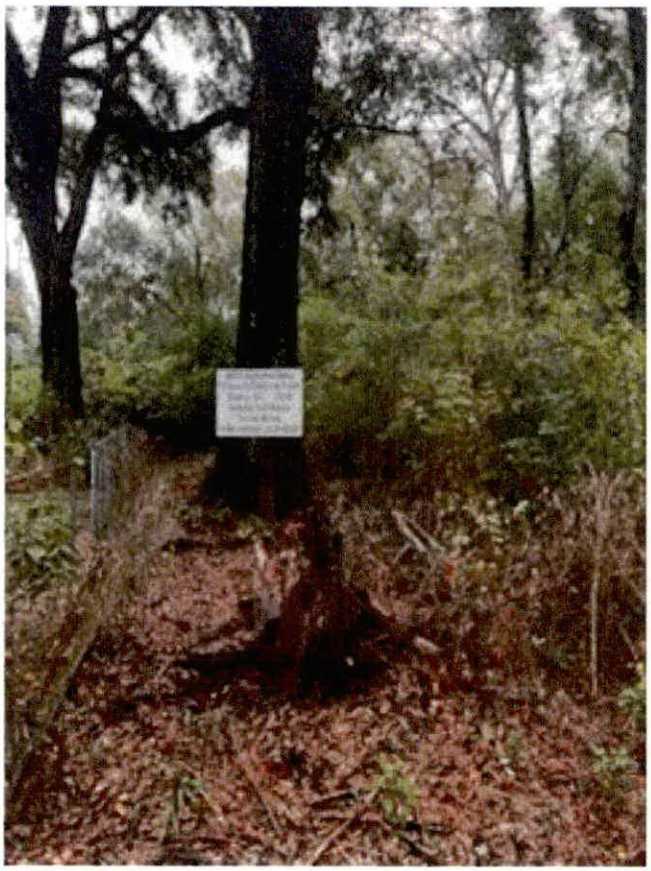
Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

Entrance to Parcel No: R022909510008026.001 (Halls Mill Road):



Notices Posted (7): Neighborhood Meeting
Posted on Thursday, October 12, 2023

Karagan Drive:



HELMSING LEACH
ATTORNEYS AT LAW

October 10, 2023

**NEIGHBORHOOD MEETING NOTICE**

Dear Property Owner:

We represent Dismuke Transport, LLC. Dismuke Transport is interested in purchasing the property located at 2201 and 2260 Halls Mill Road, and certain adjacent parcels. Please see the included map (next page).

This Property is currently owned by Gulf Coast Truck and Equipment Company, Inc. The Property is currently zoned B-3. Dismuke Transport is interested in rezoning the Property to B-5. This zoning change will allow Dismuke Transport to continue to use the Property as it is currently used and to add some additional uses, such as warehousing.

The Neighborhood Meeting will give us an opportunity to discuss the rezoning proposal with you in more detail.

You are invited to attend meeting on:

**October 24, 2023**
**5:30 PM**
**Community Church Ministries**
**2514 Halls Mill Road**
**Mobile, AL 36606**

The purpose of this meeting is to provide a forum for surrounding property owners to review the proposal and to identify issues so that they may be considered before the rezoning application is formally reviewed by the City Planning Commission. Please note this meeting will be an informational meeting on preliminary development plans. Plans may be altered.

We will attempt to answer questions which may be relevant to meeting development standards consistent with City of Mobile's Unified Development Code and the Map for Mobile.

At a later date, you will receive official notice from City concerning the Public Hearing. A Public Hearing is required to be held when any property is being rezoned. You may also participate in the Public Hearing by submitting written comments and/or

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com
Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602
HELMSING LEACH HERLONG NEWMAN & ROUSE, PC

asking to be heard. This Neighborhood Meeting is not the same meeting as the Public Hearing.

We look forward to discussing the rezoning proposal with you.

Sincerely,

J. Casey Pipes
Keri Coumanis

**Properties Proposed to be Rezoned from B-3 to B-5 are outlined in purple.**



Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Gulf Coast Truck & Equipment Co., Inc.
2260 Halls Mill Road
Mobile, AL 36606

The Shopping Center Group, LLC
P. O. Box 690651
Houston, TX 77269

Richard I. Johnson
73 Acacia Street
Mobile, AL 36607

Daniel Chachagua
6051 Jackson Andrew Place
Mobile, AL 36619

Richard H. Sutton
c/o Cosmes Casas LLC
20 S Catherine St
Mobile, AL 36604-1746

Land Investments
4272 Bit & Spur Rd., #4
Mobile, AL 36608

State of Alabama
50 N. Ripley Street
Montgomery, AL 36130

Ariadne Zitsos
2381 Repoll Road
Mobile, AL 36695

James P. Karagam
6412 Willow Brook Run E.
Mobile, AL 36608

Anne Moulyet
4371 Nelson Avenue
Sarasota, FL 34231

Daniel & Pamela Mollise
2866 Ramada Drive W.
Mobile, AL 36693

Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Howard B. Johnson
900 Stuart Drive W.
Mobile, AL 36605

Tasheka Scott
2450 N. Gulf Terra Dr.
Mobile, AL 36605

Emma M. Clark
2451 Karagan Drive
Mobile, AL 36606

David M. Tacon
415 Fairwood Blvd.
Fairhope, AL 36532

Farmers Market of Mobile
12570 Henderson Camp Rd.
Grand Bay, AL 36541

Timothy Lawrence & Dudley Davis
2308 Halls Mill Road
Mobile, AL 36606

Haroun & Lois Thabit
2454 Sayner Avenue
Mobile, AL 36605

McGuire Property Company, LLC
P. O. Box 6150
Mobile, AL 36660

James E. McGuire
P. O. Box 6150
Mobile, AL 36660

Gulf Coast Equipment Co.
c/o John R. Cross
P. O. Box 6267
Mobile, AL 36606

Shakora Mohamed
P. O. Box 160812
Mobile, AL 36616

JTS Capital Realty 3, LLC
c/o Glenn Nelson LLC
5751 Riverwood CV W
Theodore, AL 36582

Rose Mary Evans
2118 Highland Court
Mobile, AL 36605

Paul & Shirley Richardson
2120 Highland Court
Mobile, AL 36605

Stanley & Brenda Ross
4075 Lloyds Station Road
Mobile, AL 36693

Blue Spectrum, LLC
c/o CDM Business Consulting
2833 Gaslight Lane W.
Mobile, AL 36695

George & Barry Haiman
c/o Affordable Housing
P. O. Box 2659
Land O Lakes, FL 34639

Eleanore Allision
P. O. Box 920
Point Clear, AL 36564

Marjorie T. Gaston et al
3773 Claridge Road N.
Mobile, AL 36608

James Evans
2439 N. Stuart Drive
Mobile, AL 36605

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Joseph L. Jackson
902 Stuart Drive W.
Mobile, AL 36605

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

Johnny & Margaret Evans
901 Gulf Terra Drive E.
Mobile, AL 36605

Julius & Yolanda Avery
2451 Gulf Terra Drive N.
Mobile, AL 36605

Joseph Philon
2452 Gulf Terra Drive N.
Mobile, AL 36605

Frederick H. Carley, Sr.
2648 Edgewater Drive
Niceville, FL 32578

Sally F. Brown
P. O. Box 66423
Mobile, AL 36606

Nsengiynuva Janvier &
Nyirandikumana Kabanza
2463 Karagan Drive
Mobile, AL 36605

M & A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583

Kenneth D. O'Bannon
10650 Daisy Cv
Hampton, GA 30228

Patricia B. Poellnitz
2462 Karagan Drive
Mobile, AL 36606

McGuire Oil Co., Inc.
P. O. Box 6150
Mobile, AL 36660

International Brotherhood
2244 Halls Mill Road
Mobile, AL 36606

Baboo, LLC
651 Olive Avenue
Fairhope, AL 36532

N & D Properties, LLC
53 N. Ann Street
Mobile, AL 36604

JHR Real Estate, LLC &
Elizabeth A. Reilly
11401 Roosevelt Blvd.
Philadelphia, PA 19154

Big Charlies Produce, LLC
2243 Halls Mill Road
Mobile, AL 36606

GERALD D & MARY JANE BYRD
3704 Old Shell Road
Mobile, AL 36608-1309

Patsy K. Wallace
902 Rowell Street
Mobile, AL 36606

Betty Jo Fain
904 Rowell Street
Mobile, AL 36606

Theopolis & Patricia Ann Jordan
5905 Queen Ann Ct.
Mobile, AL 36618-3015

Anlando McMillan
908 Rowell Street
Mobile, AL 36606

John C. Wacker, III
Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Nuris Naranjo-Silega
808 Hawkins Street
Mobile, AL 36606

Elizabeth McClain
814 Hawkins Street
Mobile, AL 36606

Thomas Grider & Erich Kline
816 Hawkins Street
Mobile, AL 36606

Dung Mai & Nguyen Nhut
820 Hawkins Street
Mobile, AL 36606

John E & Robin Loper
823 Rowell Street
Mobile, AL 36606

Pamela Pittman & Carol Pownall
2305 East Road
Mobile, AL 36693

Joseph J. Easley
911 Rowell Street
Mobile, AL 36606-2130

George & Barbara Simon
809 Rowell Street
Mobile, AL 36606

Herman L. Johnson Sr.
907 Rowell Street
Mobile, AL 36606

Frederick & Idella Brackett
905 Rowell Street
Mobile, AL 36606-2130

Franklin A. Callahan
324 6th Street
Chickasaw, AL 36611

Rose Melton
c/o Brian Melton
22 Rio Grande Forest Dr.
Little Rock, AR 72212-2318

SMP Properties
5570 Nevius Rd
Mobile, AL 36606

Rosa & Charles Covington
901 Rowell Street
Mobile, AL 36606

Mary & Clarence Ely
c/o Carolyn Sylvester
815 Hawkins Street
Mobile, AL 36606-4533

Helen R. Morrissette
2305 Pleasant Valley Rd.
Mobile, AL 36606-2137

Hope & David Slack
91 Acacia Street
Mobile, AL 36607-2610

Jerry & Cheryl Brooks
2302 Pleasant Valley Rd
Mobile, AL 36605

Johnnie & Doris Lash
820 Rowell Street
Mobile, AL 36606

Board of Water and Sewer Comm
Post Office Box 180249
Mobile, AL 36618

Turn Key Rental Properties
c/o Ryan David Green
32348 Jimmy Faulkner Dr
Spanish Fort, AL 36527-7646

Jerome & Rositta Agee
917 Rowell Street
Mobile, AL 36606

Tonya W. Stribling
4254 Birchwood Dr. E
Mobile, AL 36693

Golden Tiger LLC
6810 Rylee Road
Theodore, AL 36582

Gloria Jean Ross
835 Sasse St
Clarksdale, MS 38614-7122

Duncan E Parker
2458 N Gulf Terra Dr.
Mobile, AL 36605-2409

Magnolia Properties
3217 Washington Ave.
Pascagoula, MS 39581-2041

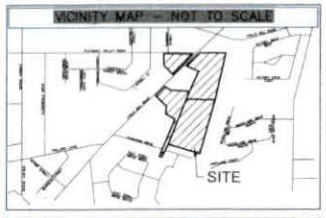
Cliffco, LLC
10304 Celeste Rd
Saraland, AL 36571-8770

Frances Sanders
2467 Karagan Drive
Mobile, AL 36606-4626

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

Neighborhood Meeting Mailing List page 3 of 3

## VICINITY MAP – NOT TO SCALE




SCALE : 1" = 200'

## ITEMS CORRESPONDING TO SCHEDULE B-II

(9) Right of way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3086, page 52. (Parcel 1)
ON PROPERTY – PLOTTABLE

Permit granted Alabama Power Company by instrument dated February 28, 1956 and recorded in Deed Book 665, page 61. (Parcel 1)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

(9) Right of way granted to Alabama Power Company by instrument(s) recorded in Real Property Book 3086, page 54. (Parcels 3 and 2)
ON PROPERTY – PLOTTABLE

(10) Building setback line, easements, notes, dedications, reservations, and restrictions if any, as shown on plat of Grass-Pond Subdivision recorded in Map Book 72, Page 64. (Parcels 3 and 2)
ON PROPERTY – AS SHOWN

(11) Easement granted South Central Bell Telephone Company by Charles E. Egan, et ux, dated February 27, 1964 and recorded in Real Property Book 2580, Page 990. (Parcels 3 & 2)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

(12) Easement granted the City of Mobile by Dugan Enterprises, an Alabama general partnership, dated March 1, 1984 and recorded in Real Property Book 2671, Page 147. (Parcels 3 & 2)
ON PROPERTY – AS SHOWN

(13) Reservations and privileges contained in deed from the Mobile Central Gulf Railroad Company to Dugan Enterprises, an Alabama general partnership, dated April 30, 1983 and recorded in Real Property Book 2487, Page 986. (Parcels 3 & 2)
CANNOT DETERMINE LOCATION WITH DESCRIPTION PROVIDED

## MISCELLANEOUS NOTES

(1) The monuments referenced hereon (found or set) are in good condition and undisturbed (unless otherwise noted) at or near existing grade.

(2) The visible posted address of the subject property is 2260 Halls Mill Road, Mobile, AL.

(3) The subject property surveyed contains an area of 34.49 acres (1,502,437.18 square feet), more or less.

(4) There are 18 regular parking spaces and 0 handicapped parking spaces, for a total of 18 parking spaces located on the subject property.

(5) The location of the utilities shown hereon are from observed visible evidence of above ground appurtenances only. The surveyor was not provided with underground plans or surface ground markings to determine the location of subterranean uses.

(6) At the time of survey, there was no observable evidence of earth moving work, building construction or building additions.

(7) At the time of survey, there were no changes in street right of way lines or observable evidence of street or sidewalk repairs.

(8) Bearings shown hereon are based on the west line of parcel 3's property line of the subject property. A bearing of N21°56'30"W was used.

(9) The traverse of the subject property has an unadjusted mathematical closure of 1:10,000 and meets the requirements for a Commercial/High Risk Linear Survey. The dimensions and results of the survey are based on a compass rule adjusted mathematically closed traverse.

(10) Subject property has direct access to Halls Mill Road, a public right of way.

(11) At the time of survey, there was no observable evidence of the site being used as a cemetery, grave site or burial ground.

(12) Some features shown on this plat may be shown out of scale for clarity. All dimensions shown are in feet and decimals thereof.

(13) The survey correctly shows the location of all buildings, structures and other above ground improvements situated on the subject premises and there are no visible potential encroachments on the subject property or upon adjacent land abutting said property except as shown hereon.

(14) The undersigned has received and examined a copy of Title Insurance Commitment No. 180187, dated November 15, 2022, issued by Fidelity National Title Insurance Company for the Property as well as a copy of each easement, covenant and restriction listed therein, and the location of any matter shown thereon, to the extent it can be located, has been plotted on the Survey or otherwise noted as to their location related to the subject property, and the property described hereon is the same as the property described in said Title Insurance Commitment.

(15) All set back, side yard and rear yard lines and requirements shown or set forth on all recorded plats and documents, and those set forth in applicable zoning ordinances, are plotted and noted hereon.

(16) All component parcels of the land shown on the survey are contiguous and there are no apparent gaps or gores between them.

## FLOOD NOTE

By graphic plotting only, this property is in Zone(s) X-Unshaded, X-Shaded & AE of the Flood Insurance Rate Map, Community No. 015001 Map No. 01097C0061L which bears an effective date of June 5, 2020 and is partially in a Special Flood Hazard Area. As shown on the FEMA website (http://msc.fema.gov) by Smatts created on December 19, 2022 we have learned this community does currently participate in the program. No field surveying was performed to determine this zone; any flood lines plotted hereupon are subject to a map scale uncertainty based upon the Firmette used. A flood elevation certificate may be needed to verify this determination or apply for a variance from the federal emergency management agency.

## ZONING INFORMATION

The subject property is zoned "B-3/R-1" - Community business and One-Family Residence of the Mobile County of Alabama

Front Setback
B-3: 25' Minimum, R-1: 25' Minimum
Side Setback
B-3: None, if Provided, 5' Minimum, R-1: 5' Minimum
(The sum of the widths of 2 side yards shall be at least 20')
Rear Setback
B-3: None; R-1: 8' Minimum
Minimum Lot Width
B-3: No Requirement Noted; R-1: No Requirement Noted
Minimum Lot Depth
B-3: No Requirement Noted; R-1: No Requirement Noted
Minimum Lot Area
B-3: No Minimum
R-1: 7,200 Sq. Ft. for a one family dwelling; 10,000 Sq. Ft. for any other permitted use
Maximum Building Height
B-3: 45'; R-1: 35'
Maximum Lot Coverage
B-3: 50%; R-1: 35%
Floor Area Ratio
B-3: No Requirement Noted; R-1: No Requirement Noted
Minimum Parking: 1 Space Per 300 Sq. Ft. of GFA Within The Hank Aaron Loop; 1 Space Per 600 Sq. Ft. of GFA

The zoning information shown above was provided by NV5 Transaction Services - Zoning Division in the Zoning Information Project for 2260 Halls Mill Road, Mobile, Alabama having a date of effect of December 19, 2022 pursuant to Item 6b of Table A. (Project number 7202202364.001)

## SITE DATA

| | SQUARE FOOT | ACERAGE |
|---|---|---|
| PARCEL 1 | 135,298.45 | 3.11± |
| PARCEL 2 | 53,454.03 | 1.23± |
| PARCEL 3 | 472,453.82 | 10.85± |
| PARCEL 4 | 622,371.09 | 14.28± |
| PARCEL 5 | 218,859.79 | 5.02± |
| TOTAL | 1,502,437.18 SQ. FT. | 34.49 ACRES± |

## PROJECT REVISION RECORD

| DATE | DESCRIPTION | DATE | DESCRIPTION |
|---|---|---|---|
| 01/18/2023 | UPDATING RECORD DEED/TITLE | | |
| | | | |
| | | | |
| FIELD WORK: | DRAFTED: AGL | CHECKED BY: TDF | FB & PG: |

## SIGNIFICANT OBSERVATIONS

A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 8.5' AND 13.6'

B ASPHALT EXTENDS OVER PROPERTY BY 37.75'

## LEGEND OF SYMBOLS & ABBREVIATIONS

CT = CRIMP TOP IRON FOUND
CR = 1/2" CAPPED REBAR IRON FOUND (BROWNAIN LB#170)
RSR = 1/2" REBAR IRON FOUND
MN = MAGNETIC NAIL SET
CM = CONCRETE MONUMENT
RR = RAILROAD SPIKE
(R) = RECORD
(A) = ACTUAL
MBSL = MINIMUM BUILDING SETBACK LINE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PP = POWER POLE
OHP = OVERHEAD PROMELINE
WM = WATER METER
GV = U/G GAS UTILITY MARK
FH = FIRE HYDRANT
SN = SIGN
SMH = SANITARY SEWER MANHOLE
LMP = LAMP
FO = U/G FIBER OPTIC UTILITY MARKER
TP = TELEPHONE PEDESTAL
TPOLE = TELEPHONE POLE
GI = GRADED INLET
CO = CLEAN OUT
LV = LIGHT VAULT
DI = 634 INLET BOX
SP = SERVICE POLE
PM = POWER METER
SD = SATELLITE DISH
AC = AIR CONDITIONER
CONCRETE
ASPHALT
GRAVEL
WATER

## LEGAL

THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

## RECORD DESCRIPTION

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel 1

Beginning at the present location of the Southwest corner of Halls Mill Road (Old U.S. Highway 90) and Pleasant Valley Road run Northwardly along the South line of Pleasant Valley Road 581.34 feet to a point, which point is the Northeast corner of Lot Number 29 of Fairmont Subdivision, according to plat thereof recorded in Map Book 5, pages 233-234 of the Probate Court Records of Mobile County, Alabama; run thence South 01 degrees, 12 minutes East a distance of 317.70 feet to a point; run thence Southeastwardly 250 feet to a point on the Northwest line of said Halls Mill Road, which point is 170 feet distance from the point of beginning; run thence Northeastwardly along the Northwest line of said Halls Mill Road 570 feet to the point of beginning. THIS PIECE with all and singular the rights, easements, appurtenances and privileges thereunto belonging.

Parcel 2

Commencing at the point where the East right of way line of Halls Mill Road, formerly US Highway 90, intersects the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama; run South 44 degrees, 57 minutes West and along the said East line of Halls Mill Road, 367.30 feet to the point of beginning; thence continue South 44 degrees, 57 minutes West and along the said East line of Halls Mill Road, 170 feet to a point; thence run South 60 degrees, 33 minutes East, 336.40 feet to a point on the East line of the former C. N. & O. Railroad right of way; thence run North 21 degrees, 48 minutes, 17 seconds East and along the said East right of way line of the former C. N. & O. Railroad, 163.28 feet to a point; thence run North 71 degrees, 24 minutes West, 387.34 feet to the point of beginning.

Parcel 3

Beginning at a point where the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama, intersects the East right of way line of Halls Mill Road; run South 44 degrees, 57 minutes West along said East right of way line of Halls Mill Road 364.40 feet to a point marked by a railroad spike; thence run South 71 degrees, 43 minutes East 370.09 feet to a point on the Eastern right of way line of the old C. N. & O. Railroad right of way (now vacated); thence along said Eastern line of the old C. N. & O. Railroad right of way run South 23 degrees, 01 minutes West 581.83 feet to a point on the South line of property conveyed to Brown's Velvet Ice Cream Company by Mobile Cold Storage and Locker Plant, Inc. by instrument recorded in Deed Book 503, page 101 of the records in the Office of the Judge of Probate Court of Mobile County, Alabama; said point also being on the North line of property now or formerly of Robert Farmer; thence along said South line of property conveyed to Brown's Velvet Ice Cream Company and along the North line of property now or formerly of Robert Farmer run South 87 degrees, 14 minutes, 40 seconds East 530 feet, more or less, to the West bank of Eanore Creek; thence along the meanderings of said West bank of Eanore Creek run Northeasterly 630 feet, more or less, to a point on the aforementioned North line of Section 32; thence along said North line of said Section 32 run South 88 degrees, 38 minutes, 41 seconds West 498 feet, more or less, to the point of beginning.

Parcel 4

Commencing at a point where the North line of Section 32, Township 4 South, Range 1 West, Mobile County, Alabama, intersects the East right of way line of Halls Mill Road; thence along said East right of way line of Halls Mill Road, run South 44 degrees 57 minutes 00 seconds West 340.40 feet to a point; thence run South 60 degrees 26 minutes 00 seconds East 337.60 feet to a point on the Eastern line of the old C. N. & O. R. Railroad right of way (now vacated); thence along said Eastern line of the Old C. N. & O. Railroad right of way, run South 23 degrees 01 minutes 00 seconds West 386.13 feet to the point of beginning of the property herein described; thence continuing South 23 degrees 01 minutes 00 seconds West along said Eastern line of the old C. N. & O. Railroad right of way, run 195.70 feet to a point on the Northward projection of the North boundary line of Kerrigans Building Addition, as per plat recorded in Map Book 7, page 291 of the Probate Court Records of Mobile County, Alabama; run thence Eastwardly along said Northward projection and the North boundary line of Kerrigans Subdivision, run South 73 degrees 01 minutes 00 seconds East 834 feet, more or less, to a point on the West bank of Eanore Creek; thence along the meanderings of said West bank of Eanore Creek, run Northwardly 1070 feet, more or less, to a point; thence run North 61 degrees 14 minutes 40 seconds West 533 feet, more or less, to the point of beginning.

Parcel 5

lot 2, Grass Pond Subdivision, First Addition, as recorded in Map Book 78, page 26 in the Office of the Judge of Probate of Mobile County, Alabama

THE LANDS SURVEYED SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 180187, DATED JANUARY 06, 2023.

## ALTA/NSPS LAND TITLE SURVEY

**Halls Mill**
**NV5 Project No. 202206420-001**
**2260 Halls Mill Rd, Mobile, AL**

based upon Title Commitment No. 180187
of Fidelity National Title Insurance Company
bearing an effective date of January 06, 2023

**Surveyor's Certification**

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY; AND BOCK & CLARK CORPORATION, AN NV5 COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10, 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 13, 2022.

J. BRETT DARRELL
REGISTRATION NO. 31836-S
IN THE STATE OF ALABAMA
DATE OF FIELD SURVEY: DECEMBER 20, 2022
DATE OF LAST REVISION: 01/18/2023
Network Project No. 202206420-001 BJK

POLY SURVEYING
CORPORATE OFFICE
FIELD DIVISION

Bock & Clark Corporation
an NV5 Company

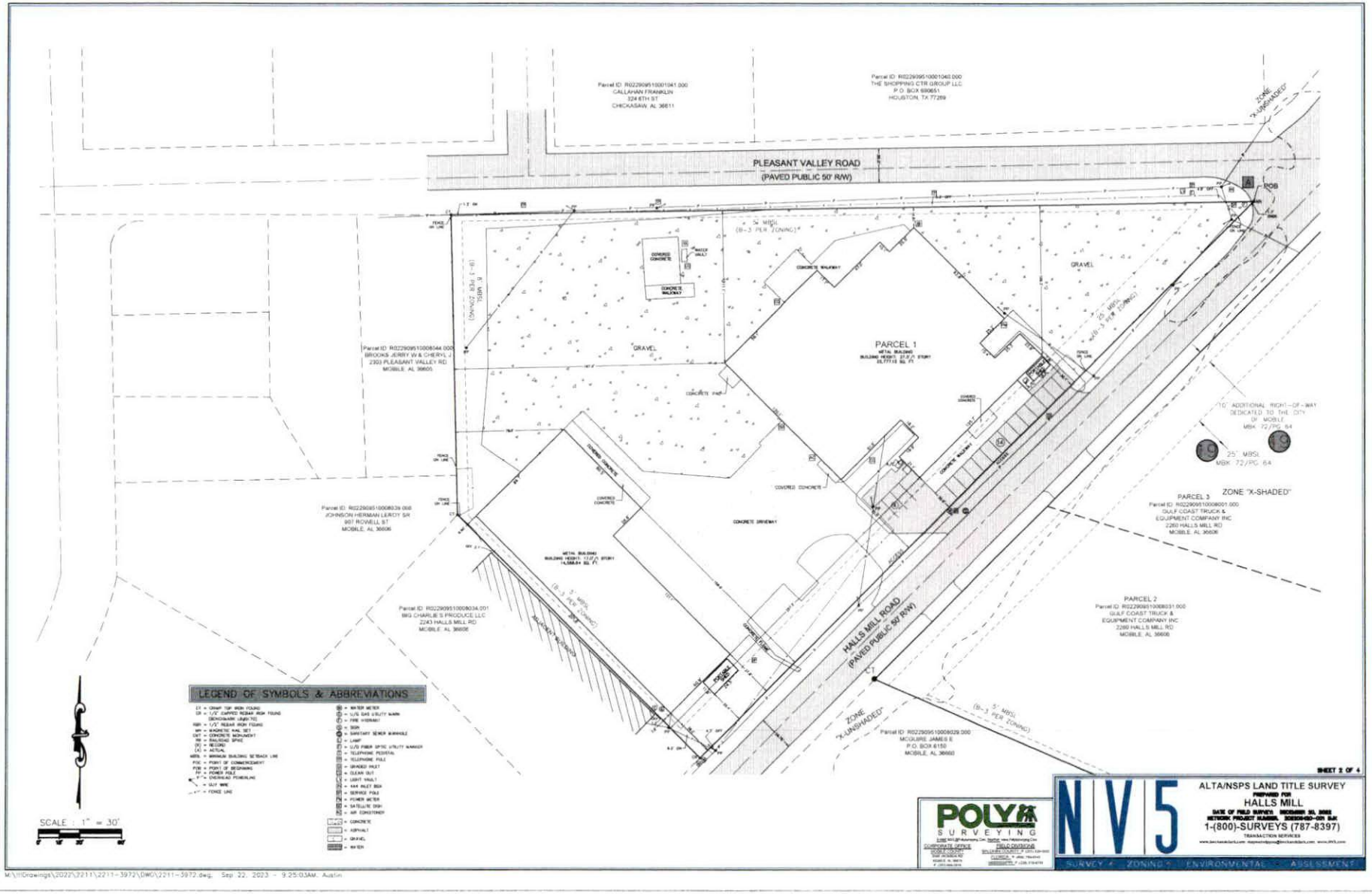
NV5

Transaction Services 1-800-SURVEYS (787-8397)
3550 W. Market Street, Suite 200, Akron, Ohio 44333
www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

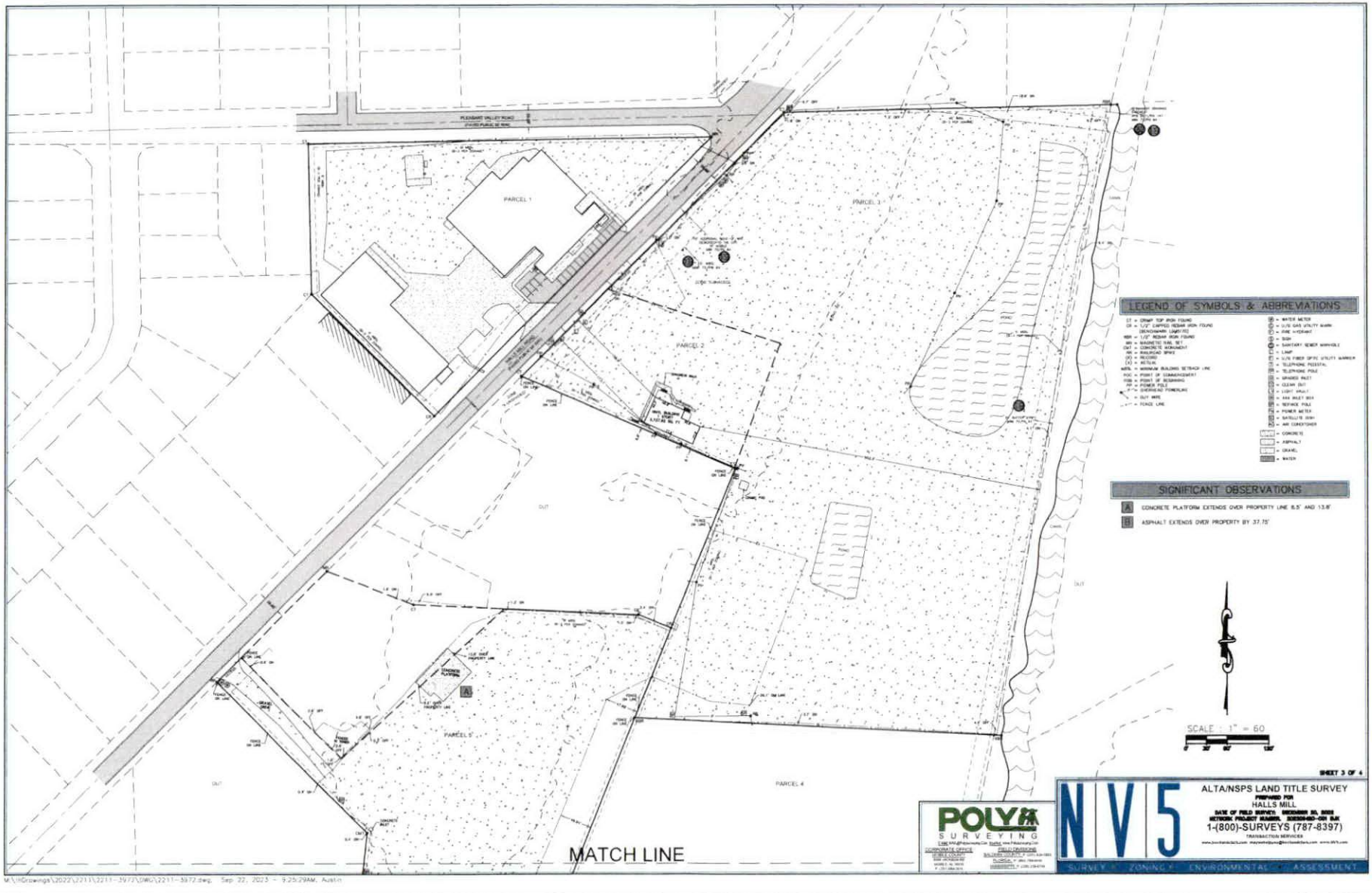
SURVEY // ZONING // ENVIRONMENTAL // ASSESSMENT

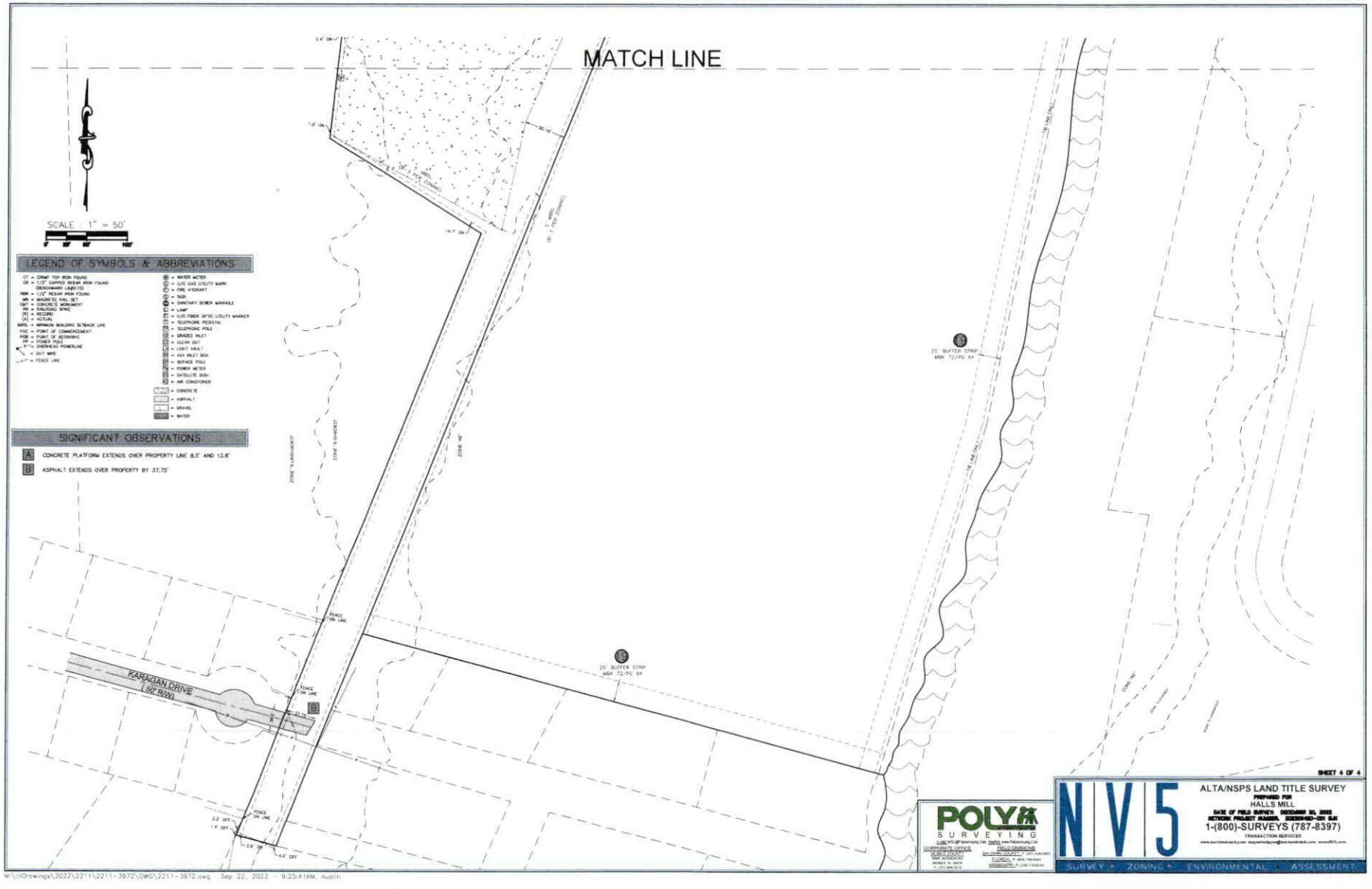
SHEET 1 OF 4

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M:\!!Drawings\2022\2211\2211-3972\DWG\2211-3972.dwg, Sep 22, 2023 - 9:25:03AM, Austin


PLEASANT VALLEY ROAD
PARCEL 1
PARCEL 2
PARCEL 3
PARCEL 4
PARCEL 5
OUT
MATCH LINE
LEGEND OF SYMBOLS & ABBREVIATIONS
SIGNIFICANT OBSERVATIONS
A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 6.5' AND 13.8'
B ASPHALT EXTENDS OVER PROPERTY BY 37.75'
SCALE : 1" = 60
SHEET 3 OF 4
POLY SURVEYING
NV5
ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
HALLS MILL
1-(800)-SURVEYS (787-8397)
TRANSACTION SERVICES
SURVEY // ZONING // ENVIRONMENTAL // ASSESSMENT


MATCH LINE
SCALE : 1" = 50'
LEGEND OF SYMBOLS & ABBREVIATIONS
SIGNIFICANT OBSERVATIONS
A CONCRETE PLATFORM EXTENDS OVER PROPERTY LINE 8.5' AND 13.8'
B ASPHALT EXTENDS OVER PROPERTY BY 37.75'
KARAGAN DRIVE
50' R/W
25' BUFFER STRIP
MBM 72/PG 64
ZONE "AE"
ZONE "X-SHADED"
ZONE "X-UNSHADED"
FENCE ON LINE
POLY SURVEYING
NV5
ALTA/NSPS LAND TITLE SURVEY
PREPARED FOR
HALLS MILL
1-(800)-SURVEYS (787-8397)
SURVEY + ZONING + ENVIRONMENTAL + ASSESSMENT
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Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Gulf Coast Truck & Equipment Co., Inc.
2260 Halls Mill Road
Mobile, AL 36606

The Shopping Center Group, LLC
P. O. Box 690651
Houston, TX 77269

Richard I. Johnson
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Anne Moulyet
4371 Nelson Avenue
Sarasota, FL 34231

Daniel & Pamela Mollise
2866 Ramada Drive W.
Mobile, AL 36693

Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Howard B. Johnson
900 Stuart Drive W.
Mobile, AL 36605

Tasheka Scott
2450 N. Gulf Terra Dr.
Mobile, AL 36605

Emma M. Clark
2451 Karagan Drive
Mobile, AL 36606

David M. Tacon
415 Fairwood Blvd.
Fairhope, AL 36532

Farmers Market of Mobile
12570 Henderson Camp Rd.
Grand Bay, AL 36541

Timothy Lawrence & Dudley Davis
2308 Halls Mill Road
Mobile, AL 36606

Haroun & Lois Thabit
2454 Sayner Avenue
Mobile, AL 36605

McGuire Property Company, LLC
P. O. Box 6150
Mobile, AL 36660

James E. McGuire
P. O. Box 6150
Mobile, AL 36660

Gulf Coast Equipment Co.
c/o John R. Cross
P. O. Box 6267
Mobile, AL 36606

Shakora Mohamed
P. O. Box 160812
Mobile, AL 36616

JTS Capital Realty 3, LLC
c/o Glenn Nelson LLC
5751 Riverwood CV W
Theodore, AL 36582

Rose Mary Evans
2118 Highland Court
Mobile, AL 36605

Paul & Shirley Richardson
2120 Highland Court
Mobile, AL 36605

Stanley & Brenda Ross
4075 Lloyds Station Road
Mobile, AL 36693

Blue Spectrum, LLC
c/o CDM Business Consulting
2833 Gaslight Lane W.
Mobile, AL 36695

George & Barry Haiman
c/o Affordable Housing
P. O. Box 2659
Land O Lakes, FL 34639

Eleanore Allision
P. O. Box 920
Point Clear, AL 36564

Marjorie T. Gaston et al
3773 Claridge Road N.
Mobile, AL 36608

James Evans
2439 N. Stuart Drive
Mobile, AL 36605

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Joseph L. Jackson
902 Stuart Drive W.
Mobile, AL 36605

Joe & Timara Geil
3808 St. Andrews Loop E.
Mobile, AL 36693

Johnny & Margaret Evans
901 Gulf Terra Drive E.
Mobile, AL 36605

Julius & Yolanda Avery
2451 Gulf Terra Drive N.
Mobile, AL 36605

Joseph Philon
2452 Gulf Terra Drive N.
Mobile, AL 36605

Frederick H. Carley, Sr.
2648 Edgewater Drive
Niceville, FL 32578

Sally F. Brown
P. O. Box 66423
Mobile, AL 36606

Nsengiynuva Janvier &
Nyirandikumana Kabanza
2463 Karagan Drive
Mobile, AL 36605

M & A Rentals, LLC
4062 Gillnet Lane
Milton, FL 32583

Kenneth D. O'Bannon
10650 Daisy Cv
Hampton, GA 30228

Patricia B. Poellnitz
2462 Karagan Drive
Mobile, AL 36606

McGuire Oil Co., Inc.
P. O. Box 6150
Mobile, AL 36660

International Brotherhood
2244 Halls Mill Road
Mobile, AL 36606

Baboo, LLC
651 Olive Avenue
Fairhope, AL 36532

N & D Properties, LLC
53 N. Ann Street
Mobile, AL 36604

JHR Real Estate, LLC &
Elizabeth A. Reilly
11401 Roosevelt Blvd.
Philadelphia, PA 19154

Big Charlies Produce, LLC
2243 Halls Mill Road
Mobile, AL 36606

GERALD D & MARY JANE BYRD
3704 Old Shell Road
Mobile, AL 36608-1309

Patsy K. Wallace
902 Rowell Street
Mobile, AL 36606

Betty Jo Fain
904 Rowell Street
Mobile, AL 36606

Theopolis & Patricia Ann Jordan
5905 Queen Ann Ct.
Mobile, AL 36618-3015

Anlando McMillan
908 Rowell Street
Mobile, AL 36606

John C. Wacker, III
Phillip P. Karagan
23095 Perdido Beach Blvd.
Orange Beach, AL 36561

Nuris Naranjo-Silega
808 Hawkins Street
Mobile, AL 36606

Elizabeth McClain
814 Hawkins Street
Mobile, AL 36606

Thomas Grider & Erich Kline
816 Hawkins Street
Mobile, AL 36606

Dung Mai & Nguyen Nhut
820 Hawkins Street
Mobile, AL 36606

John E & Robin Loper
823 Rowell Street
Mobile, AL 36606

Pamela Pittman & Carol Pownall
2305 East Road
Mobile, AL 36693

Joseph J. Easley
911 Rowell Street
Mobile, AL 36606-2130

George & Barbara Simon
809 Rowell Street
Mobile, AL 36606

Herman L. Johnson Sr.
907 Rowell Street
Mobile, AL 36606

Frederick & Idella Brackett
905 Rowell Street
Mobile, AL 36606-2130

Franklin A. Callahan
324 6th Street
Chickasaw, AL 36611

Rose Melton
c/o Brian Melton
22 Rio Grande Forest Dr.
Little Rock, AR 72212-2318

SMP Properties
5570 Nevius Rd
Mobile, AL 36606

Rosa & Charles Covington
901 Rowell Street
Mobile, AL 36606

Mary & Clarence Ely
c/o Carolyn Sylvester
815 Hawkins Street
Mobile, AL 36606-4533

Helen R. Morrissette
2305 Pleasant Valley Rd.
Mobile, AL 36606-2137

Hope & David Slack
91 Acacia Street
Mobile, AL 36607-2610

Jerry & Cheryl Brooks
2302 Pleasant Valley Rd
Mobile, AL 36605

Johnnie & Doris Lash
820 Rowell Street
Mobile, AL 36606

Board of Water and Sewer Comm
Post Office Box 180249
Mobile, AL 36618

Turn Key Rental Properties
c/o Ryan David Green
32348 Jimmy Faulkner Dr
Spanish Fort, AL 36527-7646

Jerome & Rositta Agee
917 Rowell Street
Mobile, AL 36606

Tonya W. Stribling
4254 Birchwood Dr. E
Mobile, AL 36693

Golden Tiger LLC
6810 Rylee Road
Theodore, AL 36582

Gloria Jean Ross
835 Sasse St
Clarksdale, MS 38614-7122

Duncan E Parker
2458 N Gulf Terra Dr.
Mobile, AL 36605-2409

Magnolia Properties
3217 Washington Ave.
Pascagoula, MS 39581-2041

Cliffco, LLC
10304 Celeste Rd
Saraland, AL 36571-8770

Frances Sanders
2467 Karagan Drive
Mobile, AL 36606-4626

Casey Pipes
Post Office Box 2767
Mobile, AL 36652

# Agenda Item #: 4

ZON-UDC-002697-2023

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

**Applicant Materials for Consideration**

## DETAILS

**Location:**
2201, 2223 & 2260 Halls Mill Road

**Applicant / Agent (as applicable):**
Legendary Investment Ventures - Dismuke Transport, LLC / J. Casey Pipes, Helmsing Leach, P.C., Agent

**Property Owner:**
Gulf Coast Truck & Equipment Co., Inc.

**Current Zoning:**
R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District

**Proposed Zoning (as applicable):**
B-5, Office-Distribution District

**Future Land Use:**
Low Density Residential and Mixed Commercial Corridor

**Applicable Codes, Policies, and Plans:**

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

**Schedule for Development:**
To be used as-is upon approval. Future development according to needs.

**Proposal:**

- Rezoning from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to B-5, Office-Distribution District.
- **Rezoning Note:** Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant.

**Commission Considerations:**

1. Rezoning with three (3) conditions.

**Report Contents:** **Page**

Context Map ..... 2
Site History ..... 3
Staff Comments ..... 3
Commission Considerations ..... 6
Exhibits ..... 7

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

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## SITE HISTORY

Most of the subject site was assigned a B-3, Community Business District classification with the adoption of the Zoning Ordinance in 1967. Since then, there have been various cases before the Board of Zoning Adjustment and Planning Commission for portions of the site.

In 1984, the Board of Zoning Adjustment approved a Front Yard Setback Variance for the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road to allow an office expansion.

In 1996, the major portion of the site along the West side of Durand Canal was approved by the Commission as Cross Pond Subdivision, and the lower part of that area was rezoned from R-1, Single-Family Residential District, to B-3, Community Business District, to eliminate split zoning within the subdivision.

In 1998, Cross Pond Subdivision, First Addition, was approved by the Commission to include the area adjoining the West side of the original Cross Pond Subdivision. The portion of that subdivision that consisted of the vacated GM&O Railroad right-of-way was rezoned from R-1, Single-Family Residential District, to B-3, Community Business District, to eliminate split zoning within the subdivision.

In 2000, the Board approved a Parking Surface Variance for the area of Cross Pond Subdivision, First Addition.

In 2009, the Board approved Parking Surface and Front Landscaping Variances for the Northern portion of the site along the East side of Halls Mill Road.

At the Commission's January 19, 2023 meeting, Cross Pond Subdivision, Resubdivision of, was approved to incorporate the area of the two previous subdivisions of the site on the East side of Halls Mill Road into one legal lot of record. That subdivision has yet to be finalized. An associated rezoning for the entire area of that proposed subdivision from B-3, Community Business District, to I-1 Light Industry District, was recommended for denial by the Commission to the City Council. The applicant has not paid a legal ad fee; thus, no action has been taken by the City Council.

## STAFF COMMENTS

### Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and

Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

## Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

## Urban Forestry Comments:

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

## Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

## Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District, and B-3, Community Business Suburban District, to B-5, Office-Distribution District, to allow a freight/trucking depot. The portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road is split-zoned R-1 and B-3, and all of that property is proposed to be rezoned to B-5. The major portion of the site along the East side of Halls Mill Road, extending to the West side of Durand Canal, is also split-zoned R-1 and B-3. With the exception of the small R-1 portion at the East terminus of Karagan Drive, which is proposed to remain R-1, all of the rest of that area is proposed to be rezoned to B-5.

The site is bounded to the North and West by B-3, Community Business Suburban District zoning, and to the South by R-1, Single-Family Residential Suburban District, and R-2, Two-Family Residential Suburban District zoning. To the West across Halls Mill Road is B-3, Community Business Suburban District zoning, and to the East across Durand Canal is R-1, Single-Family Residential Suburban District zoning. At the Northeast corner of the site across Durand Canal is B-3 zoning.

In January of this year, prior to the effective date of the Unified Development Code, the Commission recommended denial of the previous rezoning request for I-1, Light Industry District to the City Council after determining that none of the following conditions prevailed to support the rezoning request:

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

It should be noted that the previously proposed rezoning did not include the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road, which is currently split-zoned, but it did include the R-1 portion at the East terminus of Karagan Drive.

Since the adoption of the Zoning Ordinance in 1967, there have not been any commercial rezoning requests for any abutting properties, or any others within one-half mile of the subject site along Halls Mill Road. All properties have remained zoned B-3 since 1967. There is no B-5 zoning within the area.

The portion of the site on the East side of Halls Mill Road is currently developed within its Northern area as a trucking operation. The Southwestern portion is vacant, and the Southern half of the site remains undeveloped and wooded. The portion of the site on the West side of Halls Mill Road at the Southwest corner of Halls Mill Road and Pleasant Valley Road is currently used as truck sales and service. No site plan showing any proposed improvements was submitted with the application; however, the applicant's narrative states that the site is to be used as-is upon approval, and future development will be done according to needs.

It is customary to have a commercial site assigned the lowest zoning classification which would allow a proposed use. It should be noted that most of the site is currently zoned B-3, and a B-3 classification would allow a freight depot by a Special Exception under the Unified Development Code (UDC). The existing truck sales and service would also be allowed in a B-3 district and truck repairs would be allowed with a Special Exception.

As the applicant also owns, as part of the overall property, R-1 property at the East terminus of Karagan Drive, a subdivision will be necessary to separate that portion from the remainder of the site, if the rezoning is approved. Likewise, if the rezoning is approved for the portion of the site at the Southwest corner of Halls Mill Road and Pleasant Valley Road, that portion would also need to be made a legal lot of record.

While zoning consideration is not site plan-specific, the provided site plan does not depict required site compliance. If the rezoning is approved, development (or redevelopment) of the site must comply with the requirements of the UDC.

## REZONING CONSIDERATIONS

### Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

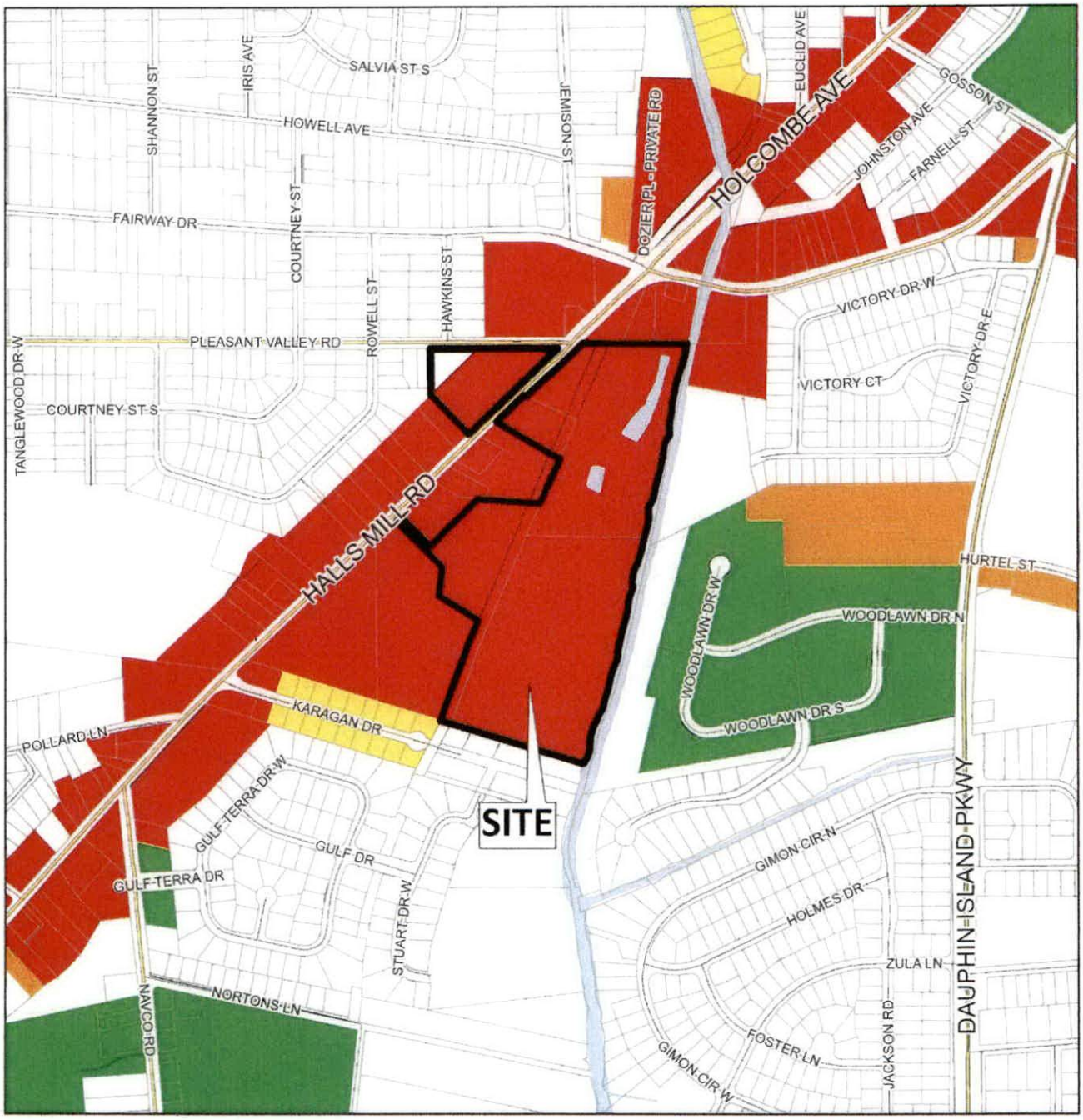
The "Applicant Materials for Consideration" link at the beginning of the staff report will take you to the documents submitted to address the UDC requirements.

### Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Submittal and completion of a subdivision application to create three (3) legal lots of record for the site prior to the approval of any permits for development;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, and,
3. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




APPLICATION NUMBER 4 DATE November 16, 2023

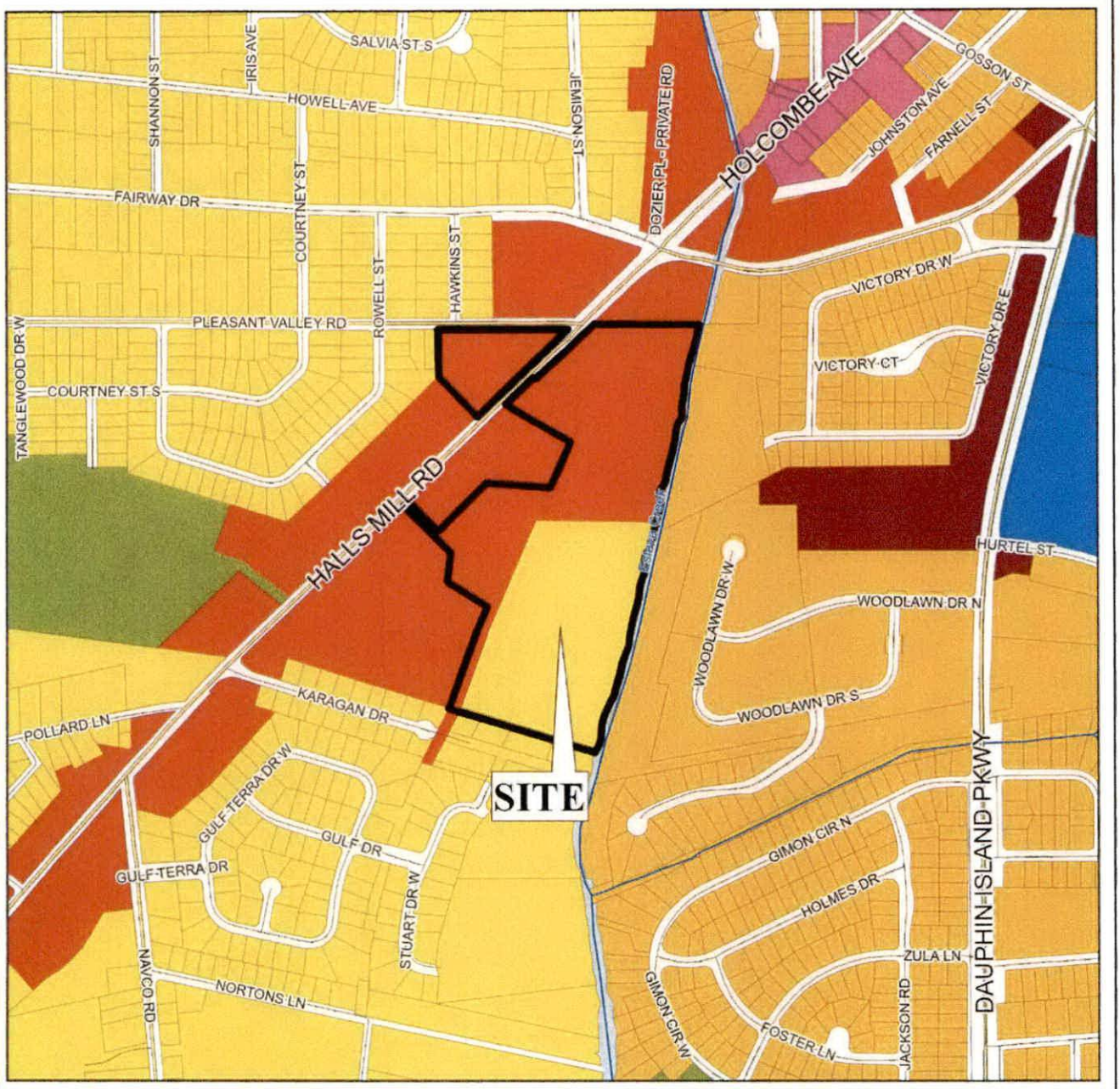
APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

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# FLUM LOCATOR MAP




APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J

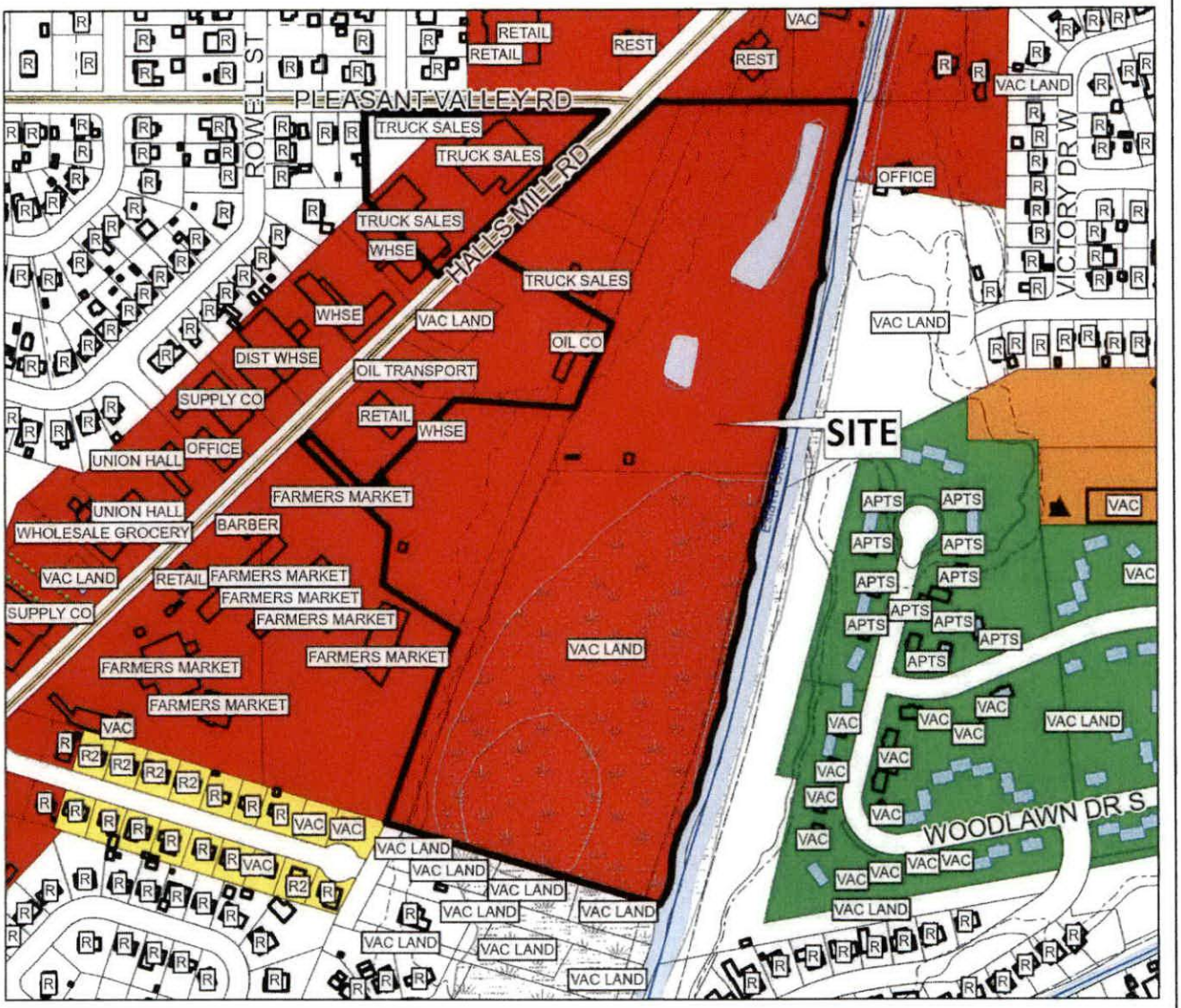
REQUEST Rezoning from R-1 and B-3 to B-5

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

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# PLANNING COMMISSION
# VICINITY MAP - EXISTING ZONING




The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

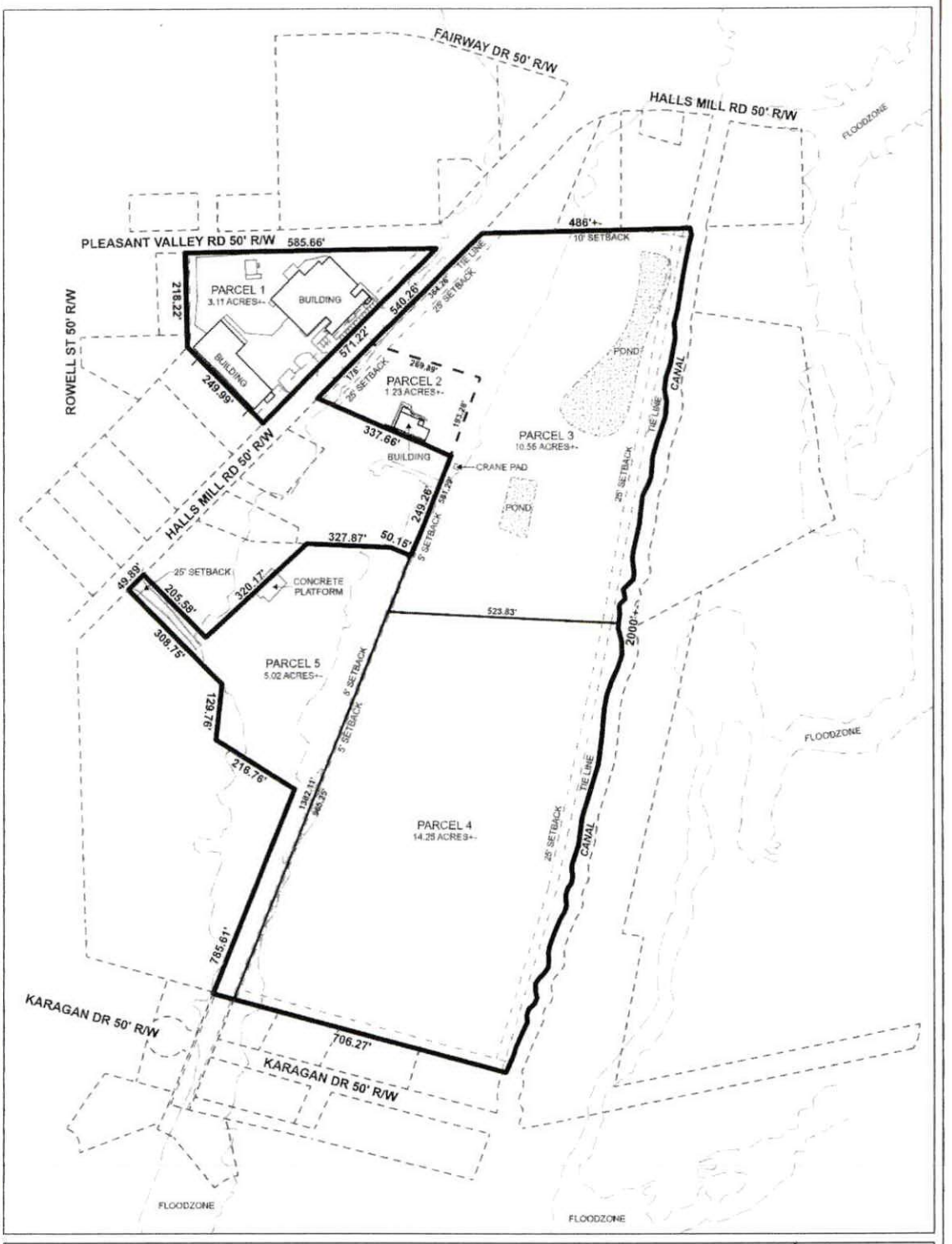
REQUEST Rezoning from R-1 and B-3 to B-5

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

N

NTS

# SITE PLAN




APPLICATION NUMBER 4 DATE November 16, 2023

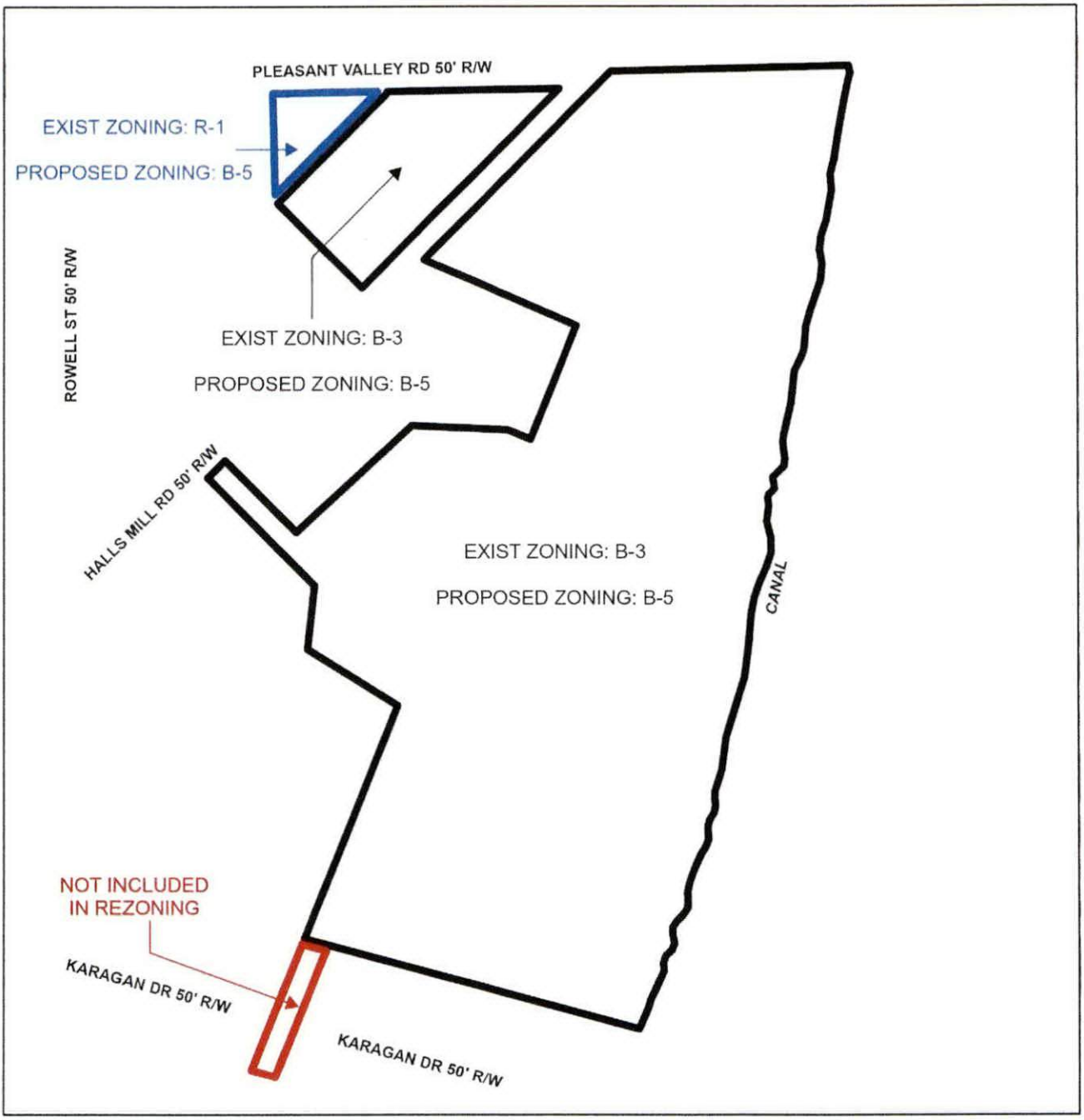
APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

NTS

# DETAIL SITE PLAN




APPLICATION NUMBER 4 DATE November 16, 2023

APPLICANT Legendary Investment Ventures/Dismuke Transport, LLC (J. Casey Pipes, Helmsing Leach, P.C., Agent)

REQUEST Rezoning from R-1 and B-3 to B-5

N

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| ZONING DISTRICT CORRESPONDENCE MATRIX | | LOW DENSITY RESIDENTIAL (LDR) | MIXED DENSITY RESIDENTIAL (MXDR) | DOWNTOWN (DT) | DISTRICT CENTER (DC) | NEIGHBORHOOD CENTER - TRADITIONAL (NC-T) | NEIGHBORHOOD CENTER - SUBURBAN (NC-S) | TRADITIONAL CORRIDOR (TC) | MIXED COMMERCIAL CORRIDOR (MCC) | LIGHT INDUSTRIAL (LI) | HEAVY INDUSTRY (HI) | INSTITUTIONAL LAND USE (INS) | PARKS & OPEN SPACE (POS) | DOWNTOWN WATERFRONT (DW) | WATER DEPENDENT USES (WDWRU) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| RESIDENTIAL - AG | R-A | | | | | | | | | | | | □ | | |
| ONE-FAMILY RESIDENCE | R-1 | ■ | | | | ■ | | ■ | | | | | □ | | |
| TWO-FAMILY RESIDENCE | R-2 | ■ | | | | ■ | | ■ | | | | | □ | ○ | |
| MULTIPLE-FAMILY | R-3 | ○ | ■ | | | ■ | ■ | | | | | | □ | ○ | |
| RESIDENTIAL-BUSINESS | R-B | | ○ | | | ■ | | ■ | | | | | □ | ○ | |
| TRANSITIONAL-BUSINESS | T-B | | ○ | | ■ | ■ | ■ | ■ | | | | | □ | | |
| HISTORIC BUSINESS | H-B | | | ■ | | ■ | | ■ | | | | | □ | | |
| VILLAGE CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. CENTER | TCD | | | | | ■ | ■ | | | | | | □ | | |
| NEIGH. GENERAL | TCD | | | | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-6 | | | ■ | | | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.1 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-5.2 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-4 | | | ■ | | ■ | | □ | | | | | □ | | |
| DOWNTOWN DEV. DDD | T-3 | | | ■ | | ■ | | | | | | | □ | | |
| DOWNTOWN DEV. DDD | SD-WH | | | | | | | | | ○ | ○ | | □ | | |
| DOWNTOWN DEV. DD | SD | ○ | ○ | ○ | ○ | ○ | ○ | ○ | | ○ | ○ | | □ | | |
| BUFFER BUSINESS | B-1 | | □ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| NEIGH. BUSINESS | B-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| LIMITED BUSINESS | LB-2 | | ○ | | | □ | ■ | ■ | ■ | | | | □ | ○ | |
| COMMUNITY BUSINESS | B-3 | | | | ■ | | | | ■ | | | ○ | □ | ○ | |
| GEN. BUSINESS | B-4 | | | ■ | | | | | ■ | | | ○ | □ | ○ | |
| OFFICE-DISTRIBUTION | B-5 | | | | | | | | ■ | ■ | | | □ | □ | |
| LIGHT INDUSTRY | I-1 | | | | | | | | | ■ | | | □ | □ | □ |
| HEAVY INDUSTRY | I-2 | | | | | | | | | | ■ | | □ | | □ |

**Zoning District Correspondence Matrix**

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

## Residential Land Use

### LOW DENSITY RESIDENTIAL (LDR)

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

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

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

### MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 12/12/2023 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 12/12/2023 - 10:22 AM |

**41-1351** **2023**

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6137 Todd Acres Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 13, 2023, a public hearing will be held on the 9th day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive from B-5, Office Distribution District and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

Commencing at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.

TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map

Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.

The classification of said property is hereby changed from B-5, Office Distribution District and I-2, Heavy Industry 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 a 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.

# NOTICE OF HEARING
# OF PROPOSED AMENDMENT
# TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

## Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 20th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6137 Todd Acres Drive.

The proposed amendment will rezone property located at 6137 Todd Acres Drive from B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, 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 the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9, as recorded in Map Book 120, Page 49, Probate Court Records, Mobile County, Alabama, run South 00°-00'-00" West, 1627.08 feet to the Point of Beginning of the property herein described; thence continue South 00°-00'-00" West, 404 feet, more or less, to the Northern margin of Rabbit Creek and a point hereinafter known as Point A; thence Northwardly and Eastwardly along the meanders of said creek, 1100 feet, more or less, to a point hereinafter known as Point B (mathematical tie from Point A to Point B bears North 66°-47'-16" East, 782.88 feet); thence North 00°-24'-25" West, 92.11 feet; thence North 89°-43'-31" West, 718.43 feet to the Point of Beginning. Said property contains 4.7 acres, more or less.**

**TOGETHER WITH: Beginning at the Southeast corner of Lot 2, The Mobile Commerce Park, Phase II, Resubdivision of Lot 9 as recorded in Map Book 120, Page 94, Probate Court Records, Mobile County, Alabama, run North 08°-22'-29" West and along the West line of said Lot 2, a distance of 435.67 feet; thence North 81°-37'-31" East, 100.00 feet to a point on a 732.00 foot radius curve to the right; thence Northwardly and Westwardly along the arc of said curve (chord bears North 09°-34'-38" West, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 6, 7, and 8, The Mobile Commerce Park Phase I, as recorded in Map Book 83, Page 21, said Probate Court Records; thence North 89°-27'-56" East and along the South line of said subdivision, 674.76 feet; thence South 00°-24'-25" East, 116.00 feet, more or less, to the Western margin of Rabbit Creek; thence Southwardly along the meanders of said creek, 994.00 feet, more or less, to a point on the South bank of said creek; thence South 00°-24'-25" East, 1052.89 feet, to a point on the North line of property conveyed by instrument recorded in Real Property Book 5593, Page 595, said Probate Court Records; thence North 89°-43'-31" West and**

**along the North line of said property, 718.43 feet; thence North 00°-00'-00" East, 2031.20 feet to the Point of Beginning. Said property contains 33.6 acres, more or less.**

The classification of said property is hereby changed from **B-5, Office Distribution District and I-2, Heavy Industry District, to , Office Distribution 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 **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 **B R-1, Single-Family Residential Suburban District,** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed Lot 4; 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.**

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

Adopted:

_____

**Lisa Lambert, City Clerk**

**Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 and 4**
**6137 Todd Acres Drive**
**Council District 4**
**Ben Reynolds**

BAUMHAUER STEPHEN THERRELL
C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130

WHITE ALBERTA F & MAURICE WHITE
P O BOX 961
THEODORE, AL 36590

INGE DAISY E
1865 LUCKIE AVE
MOBILE, AL 36617

BRYANT DONNICE
2850 WOODMERE ST W
MOBILE, AL 36693

LATHAN JERRY D & TERRY M
LATHAN
5460 RANGELINE RD
MOBILE, AL 36619

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

KYLES JOE & AUTHINE KYLES C/O
NANCY BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

SAUCIER NICK JR
208 OLD SPANISH TRAIL
WAVELAND, MS 39576

CARTER WILLIE
6026-D TODD ACRES RD
THEODORE, AL 36582

CARTER BEVERLY JEAN
P O BOX 56
ST ELMO, AL 36568

CINTAS SALES CORPORATION C/O
ACCTG ASST - 90C SCG
6800 CINTAS BLVD
MASON, OH 45040

GEN 3 LLC ATTN: CHARLIE
ANDREWS
1883 BROOKSEDGE DR
GERMANTOWN, TN 38138

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

BD OF WATER & SEWER COMM OF
THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE, AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE, AL 36619

MORROW BILLY RONALD &
LYNNELL C
5840 RIVERCHASE DR N
MOBILE, AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE, AL 36619

LITTLE BRIAN HEITH & ALLISON
NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE, AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE, AL 36619

PATRICIA COOPER, ANTHONY COOPER,
ET AL; TRUSTEES OF THE REV LIV TRUST
OF PATRICIA V COOPER
900 HILLCREST RD STE A5
MOBILE, AL 36695

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE, AL 36619

ALLEN DIANA L
6070 RIVERCHASE DR S
MOBILE, AL 36619

FOWLER CREIGHTON A & KELLY D
FOWLER
6094 RIVERCHASE DR S
MOBILE, AL 36619

SAGE DUNLAP CHASE REVOCABLE
TRUST ET AL; REGIONS BANK C/O NAT
RSRCS ATTN: CHRIS JEFFERY
PO DRAWER 1628
MOBILE, AL 36633

EVERETT GEORGE A
7551 SMITH RD
THEODORE, AL 36582

MOORE MOSES & RUBY
6475 TODD ACRES ROAD
THEODORE, AL 36582

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUND ET AL
PO BOX 13519
ARLINGTON, TX 76094

LATHAN JERRY & TERRY M
4998 KOOIMAN RD
THEODORE, AL 36582

ROACH KYLE A & JENNIFER T ROACH
4301 RIVER OAKS LN
MOBILE, AL 36619

DIXON DAVID B
203 PAWNEE CIRCLE
SARALAND, AL 36571

GEGZNA JOSEPH V & ARLEE S GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

MCGOWIN PROPERTIES LTD
PO BOX 2265
MOBILE, AL 36652

REGIONS BANK AS TRUSTEE
PO BOX 13519
ARLINGTON, TX 76094

HALL ARTHURINE
6066 TODD ACRES
THEODORE, AL 36582

INDUSTRIAL PARK BOARD OF MOB
ATTN: ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

JERRY LATHAN & TERRY LATHAN
ONE CYPRESS LAKE
THEODORE, AL 36582

ADAMS AND REESE LLP
A. PATRICK DUNGAN
11 N WATER ST, STE 23200
MOBILE, AL 36602

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Director Robert Lasky, Public Safety

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Authorize a grant application to the Poarch Band of Creek Indians in the amount of $20,000.00 in support of the Gulf Coast Technology Center's Mobile Law Enforcement Training Classroom Buildout project. There is no match requirement.

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** $20,000.00 **Matching Funds** 0

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Cover Letter | Cover Memo | 12/15/2023 |
| Resolution | Resolution Letter | 12/15/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Accounting | Angle, Laura | Approved | 1/4/2024 - 12:07 PM |
| Legal | Kern, Chris | Approved | 1/4/2024 - 12:41 PM |
| Legal | Kern, Chris | Approved | 1/4/2024 - 12:42 PM |
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:47 PM |

December 14, 2023

To Whom It May Concern:

Attached is the resolution to submit a grant application for $20,000 to the Poarch Band of Creek Indians. This funding would be used to support the buildout of the Gulf Coast Technology Center's (GCTC) Mobile Law Enforcement Training Classroom.

This project involves the conversion of an existing cargo trailer to a mobile training classroom that will enable the GCTC Training team to provide no cost law enforcement training to underserved and undertrained law enforcement agencies in Mobile County and southwest Alabama. This grant will facilitate the purchase of the technology equipment, lighting, HVAC, desks and chairs necessary to buildout the classroom. Upon completion, we expect to serve approximately 50 LEAs with an estimated 250-300 law enforcement personnel annually.

This project is vital to the continued growth and expansion of the GCTC Intelligent-U training program which provides no cost training to area law enforcement agencies on topics ranging from intelligence collection to school safety to first aid and lifesaving. The completion of this project will not only allow GCTC to reach many more law enforcement agencies and officers in the Mobile area but also continue to build on the excellent reputation that this training program has built which has the utmost positive reflection on the City of Mobile.

We look forward to continued communication with you on this important project. Please do not hesitate to contact me or Commander Levy with any questions.

Respectfully,

Jason S. Smith, Strategic Services
Gulf Coast Technology Center

**RESOLUTION**

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive a grant from the Poarch Band of Creek Indians in the amount of $20,000 to support the Mobile Law Enforcement Training Classroom Buildout project.

There is no match required for this grant, which will support the purchase of equipment and materials to enable the Mobile Police Department/Gulf Coast Technology Center to provide no-cost, modern technology-based and officer safety law enforcement training to law enforcement agencies in Mobile County and Southwest Alabama that would otherwise be unable to provide this training to their officers and the related services to their communities.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant and to provide any information required by the Poarch Band of Creek Indians. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|
| packet | Cover Memo | 1/3/2024 |

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 1/3/2024 - 1:26 PM |

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **21** described in the resolution adopted on the **5th** day of **December 2023**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **21**, as described in the resolution adopted on the **5th** day of **December, 2023**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1650** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

**58-1289** **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 #1650** 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 **9th day of January 2024**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: DEC - 5 2023

City Clerk

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **December 30, 2023**

SUBJECT: WEED LIEN GROUP **1650**

Attached, please find Assessment Lists for Weed Lien Group Number **1650** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 12/5/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 1/9/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 12/7/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 12/21/2023

LEGAL NOTICE ADS: 12/27/2023-1/3/2024

POSTING DATE: 1/2/2024

Copy to: Marchetta Taite

| | WEED LIEN | |
|---|---|---|
| | 1650 | Res. No. |
| 12/5/2023 | LOTS TO BE DECLARED | 58- |
| 1/9/2024 | LOTS FOR PUBLIC HEARING | 58- |
| //2023 | LOTS TO BE ASSESSED FOR COST | 58- |

| | | OLD SRO | | Amount | Dis | N/A |
|---|---|---|---|---|---|---|
| No. | Address | CASE # | CASE # | Assessed | | CBO |
| 1 | 2708 Ralston Rd | 27064 | 31790 | | 5 | |
| 2 | 56 S Lafayette St | 30152 | 31791 | | 2 | |
| 3 | 1567 Greenlawn Dr | 30269 | 31792 | | 4 | |
| 4 | 702 South Carolina St | 30548 | 31793 | | 3 | |
| 5 | 462 Dexter St | 32090 | 31794 | | 2 | |
| 6 | 551 English St | 31406 | 31795 | | 2 | |
| 7 | 220 Abrams St | 26741 | 31796 | | 1 | |
| 8 | 1404 Melrose St | 31973 | 31797 | | 3 | |
| 9 | 1160 Arlington St | 29176 | 31798 | | 3 | |
| 10 | 6875 Carol Plantation Rd | 23342 | 31799 | | 4 | |
| 11 | 0 Harbor Dr E | 15069 | 31800 | | 4 | |
| | Par No. (32 03 07 0 001 093.XXX) | | | | | |
| 12 | 2726 Emogene St | 25899 | 31801 | | 1 | |
| 13 | 4312 Midmost Dr | 29370 | 31802 | | 5 | |
| 14 | 610 Cedar St | 25547 | 31803 | | 2 | |
| 15 | 163 Vipon Ave | 30316 | 31804 | | 5 | |
| 16 | 1103 Basil St | 29449 | 31805 | | 2 | |
| 17 | 0 Basil St | 29453 | 31806 | | 2 | |
| | Par No. (29 06 40 0 004 359.XXX) | | | | | |
| 18 | 2653 Morningside Dr | 30563 | 31807 | | 4 | |
| 19 | 1856 Calmes St | 30107 | 31808 | | 2 | |
| 20 | 1755 Duval St | 30102 | 31810 | | 3 | |
| 21 | 2859 Ralston Rd | 31929 | 31811 | | 5 | |
| | | | | $ - | | |

| District total for this group | | | | | | |
|---|---|---|---|---|---|---|
| 1 | 2 | | | | | |
| 2 | 7 | | | | | |
| 3 | 4 | | | | | |
| 4 | 4 | | | | | |
| 5 | 4 | | | | | |
| 6 | 0 | | | | | |
| 7 | 0 | | | | | |
| | 21 | | | 0 | | |
| *ADD Added in from other Groups | | | | | | |
| *CBO Cut By Owner | | | | | | |
| *N/A Taken out by Inspector | | | | | | |

Larry Parker 11/30/23
Marchetta Dante 11.30.2023

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Gary Jackson, Deputy Director Municipal Enforcement

**Sponsored by:**

| | | |
|---|---|---|
| Council District 1 | Cory Penn | 4 Cases |
| Council District 2 | William Carroll | 9 Cases |
| Council District 3 | C J Small | 1 Case |
| Council District 4 | Ben Reynolds | 1 Case |
| Council District 5 | Joel Daves | 2 Cases |
| Council District 6 | Josh Woods | 0 Cases |
| Council District 7 | Gina Gregory | 3 Cases |

**Purpose and Scope of Project:**

Assess Cost for Repeat Weed Lien 65

**Effective Date of Contract:**

1/9/2024

**Funding Source**

**Project #** Repeat Weed Lien 65 **Discretionary Funds**

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Assess Cost for Repeat Weed Lien 65 | Backup Material | 1/4/2024 |
| resolution | Cover Memo | 1/4/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Municipal | | | 1/4/2024 - 10:23 |

| | | | |
|---|---|---|---|
| Enforcement | Gauthier, Lana | Approved | AM |

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **January 2, 2024**

SUBJECT: REPEAT WEED LIEN GROUP **G-65**

Attached, please find Assessment Lists for Repeat Weed Lien Group **G-65** to Acts of Alabama Number **2015-115** adopted **May 6, 2015** and Municipal Ordinance Number **65-048**, adopted **December 5, 2017** the following Resolution Dates is established:

LETTERS SENT OUT TO NUISANCE PROPERTY OWNERS' DATE: 8/3/2023
NUISANCE ASSESSMENT OF LOTS DATE: 1/9/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

ABATEMENT PHOTO DATE: 8/13/2023

Copy to: Marchetta Taite

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

**M E M O R A N D U M**

**TO:** Lana Gauthier, City Clerk's Office

**FROM:** Gary Jackson, Deputy Director

**DATE:** **January 2, 2024**

**SUBJECT:** **Repeat Weed Lien Invoices G-65**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **65.** Please place these on the City Council's Agenda for **January 9, 2024.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite,

| | REPEAT WEED LIEN | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | GROUP 65 | | | | | | Res. No. | |
| 8/3/2022 | 1st REPEAT WEED LIEN LETTERS SENT | | | | | | 11-058 | |
| 1/9/2023 | REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST | | | | | | | |
| | | | Old SRO | New | Initial | Times | Amount | CBD |
| Item | Address | Dis | Case # | Case # | | cut within | Assessed | CBO |
| No: | | | | | | | | |
| 1 | 1707 Griffin St | 1 | 27305 | 27709 | 8/31/2021 | 1 | $ - | N/A |
| 2 | 705 Petit Ave | 1 | 27388 | 27710 | 8/17/2021 | 1 | $ 50.00 | CBO |
| 3 | 1709 Griffin St | 1 | 27627 | 27711 | 8/17/2021 | 1 | $ 491.00 | |
| 4 | 3202 Rochester St | 1 | | 27712 | 9/8/2020 | 1 | $ 450.00 | |
| 5 | 257 Ryland Ave | 1 | | 27713 | 8/6/2022 | 1 | $ 625.85 | |
| 6 | 0 James Finley/Schwartz | 1 | | 27714 | 2/8/2022 | 1 | $ 275.00 | |
| | Par No.(29 07 42 0 001 544.XXX) | | | | | | | |
| 7 | 251 N Pine St | 2 | 30099 | 27715 | 7/21/2020 | 6 | $ 775.00 | |
| 8 | 372 Cohron St | 1 | | 27717 | 8/31/2021 | 2 | $ 515.00 | |
| 9 | 374 Cohron St | 1 | | 27718 | 7/21/2020 | 1 | $ 415.00 | |
| 10 | 526 Helveston St | 1 | | 27719 | 10/13/2020 | 2 | $ 375.00 | |
| 11 | 1356 Stewart Ave | 3 | | 27720 | 6/28/2022 | 1 | $ 421.00 | |
| 12 | 564 Reynolds Ave | 1 | 26024 | 27721 | 8/17/2021 | 2 | $ 483.00 | |
| 13 | 1313 Lola St | 2 | | 27723 | 4/19/2022 | 1 | $ 485.00 | |
| | Par No.(29 06 40 0 007 251.XXX) | | | | | | | |
| 14 | 2911 Warsaw Ave | 1 | 29978 | 27725 | 8/17/2021 | 1 | $ - | CBD |
| 15 | 502 Stanton Road | 1 | | 27726 | 9/28/2021 | 2 | $ 445.00 | |
| 16 | 282 Laurel Dr | 2 | | 27727 | 10/19/2021 | 2 | $ - | CBD |
| 17 | 301 Laurel Dr | 2 | | 27728 | 6/29/2021 | 2 | $ 585.00 | |
| 18 | 2468 Second Ave | 1 | | 27729 | 10/13/2020 | 2 | $ 50.00 | CBO |
| 19 | 0 Wealthy/Wellington St | 1 | | 27731 | 10/4/2022 | 1 | $ 712.60 | |
| | Par No.(29 02 44 0 008 416.XXX) | | | | | | | |
| 20 | 2309 Bullen St | 1 | | 27732 | 1/17/2023 | 1 | $ 348.00 | |
| 21 | 2308 Holland St | 1 | | 27733 | 10/13/2020 | 1 | $ 555.00 | |
| 22 | 2862 Pages Lane | 1 | | 27734 | 11/15/2022 | 1 | $ 503.00 | |
| | Total | | | | | | $ 8,559.45 | |

| District total for this group | |
|---|---|
| 1 | 17 |
| 2 | 4 |
| 3 | 1 |
| 4 | 0 |
| 5 | 0 |
| 6 | 0 |
| 7 | 0 |
| | 22 |

| Numbers of lots cut | |
|---|---|
| 1 | 13 |
| 2 | 3 |
| 3 | 1 |
| 4 | 0 |
| 5 | 0 |
| 6 | 0 |
| 7 | 0 |
| | 17 |

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Marchetta Jaite 12-3-2024

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **BATES JOE C & CECIL**

Address: **P. O. BOX 875318**

City, State, Zip: **LOS ANGELES, CA 90087-0418**

Repeat Group Number: **65** Item # **2**

Lot Description: **LOT 1 BLK 3 RESUB 1ST UNIT GULF HGTS SUB MBK 5 P 633-6 34 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 126.XXX) 705 PETIT AVE**

Nuisance Date: 8/3/2023

Date lot was cut: N/A Contractor: N/A

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | | 0 | $ | 125.0000 | $ | - |
| standard rate<10,000 sqft 16513 | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 0 | $ | 100.00 | $ | - |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 50.00 |

Shelia Edwards
SECRETARY
Wynchetta Foote
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
**ATTN: SHELLY TICE**
**PROPERTY TAX DIVISION**
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **65** Item # **3**

Lot Description: **LOT 19 BLK 2 LINCOLN PARK SUB MBK 4/260 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 451.XXX) 1709 GRIFFIN ST**

Nuisance Date: 8/3/2023
Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 5,282 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 2 | $ | 3.00 | $ | 6.00 |
| Debris Removal | Cubic Yard | 30 | $ | 7.00 | $ | 210.00 |
| | | **Total Project Cost:** | | | $ | 491.00 |

Shelia Ee Dean
SECRETARY
Marchetta Taste
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **COATS HOLLIS JR**
**% KHALILAH KEMP**
Address: **202 CEDAR LANE**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **65** Item # **4**

Lot Description: **LOT 17 BLK E 1ST ADD TO BOOKER T WASHINGTON HIGHLANDS S/D MBK 4/243-6 #SEC 06 T4S R1W #MP29 03 06 3 000 (29 03 06 3 000 093.XXX) 3202 ROCHESTER ST**

Nuisance Date: 8/3/2023
Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 7,478 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 25 | $ | 7.00 | $ | 175.00 |
| | | **Total Project Cost:** | | | $ | 450.00 |

Thelia Edwards
SECRETARY
Marchetta Jarte
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **COAXUM JARRID**

Address: **20 PALMETTO ST**

City, State, Zip: **MOBILE, AL 36603**

Repeat Group Number: **65** Item # **5**

Lot Description: **BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGS WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 015.XXX) 257 RYLANDS AVE**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | | 0 | $ | 125.0000 | $ | - |
| standard rate<10,000 sqft | | 15,668 | $ | 0.0125 | $ | 195.85 |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 40 | $ | 7.00 | $ | 280.00 |
| | | **Total Project Cost:** | | | $ | 625.85 |

Shelia E Dean
SECRETARY

Margaretta Tuitt
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **CMC INVESTMENTS LLC**

Address: **P. O. BOX 180716**

City, State, Zip: **MOBILE, AL 36608-0716**

Repeat Group Number: **65** Item # **6**

Lot Description: **LOT 24 TOULMINVILLE S/D #2 MBK 116/11 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 544.XXX) 0 JAMES FINLEY/516 SCHWARZ ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 8,712 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 275.00 |

Sheila Dean
SECRETARY
Marchetta Foster
INSPECTOR
Jerry Parker
SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
**ATTN: SHELLY TICE**
**PROPERTY TAX DIVISION**
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **65** Item # **7**

Lot Description: **PT OF LOTS 17 & 18 BLK 23 CAMP GROUND TRACT DBK 48/343 DESC AS BEG AT SE COR OF LOT 18 TH RUN NLY 72 FT TO A PT TH RUN WLY 50 FT TO A PT TH RUN SLY 72 FT TO A PT TH RUN ELY 50 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 482.XXX) 251 PINE ST**

Nuisance Date: 8/3/2023
Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 3,599 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 6 | $ | 100.00 | $ | 600.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 775.00 |

Sheila E Dean
SECRETARY
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **POWE SHARON L**

Address: **1913 DICKERSON ST**

City, State, Zip: **MOBILE, AL 36610**

Repeat Group Number: **65** Item # **8**

Lot Description: **LOT 13 BLK E MECHEM & STEINS RESUB OF STEINS ADD TO CRICHTON DBK 153/530 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 343.XXX) 372 COHRON ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 6,067 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 2 | $ | 100.00 | $ | 200.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 20 | $ | 7.00 | $ | 140.00 |
| | | **Total Project Cost:** | | | $ | 515.00 |

Shelia Edwards
SECRETARY

Margaretta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **JBK REALTY LLC**

Address: **7240 RETTA MANSFIELD RD**

City, State, Zip: **MANSFIELD, TX 76063-4702**

Repeat Group Number: **65** Item # **9**

Lot Description: **LOTS 12 BLK E MECHEM & STEINS RESUB STEINS ADD TO CRICHTON DBK 153 P 530 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 343.001) 374 COHRON ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 6,040 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 20 | $ | 7.00 | $ | 140.00 |
| | | **Total Project Cost:** | | | $ | 415.00 |

Sheila E Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **HERA MELISSA DAWN**

Address: **526 HELVESTON ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **65** Item # **10**

Lot Description: **LOT 5 BLK 1 CLOVERDALE LOTS MBK 3/503 BEING RESUBD OF BLK 13 OF JACKSONVILLE (29 07 42 0 001 563.XXX) 526 HELVESTON ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 3,657 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 2 | $ | 100.00 | $ | 200.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 375.00 |

Shelia Edwards
SECRETARY

Marchetta Jute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **MILES OLIVER & ELIZABETH**

Address: **1802 LA SALLE ST**

City, State, Zip: **MOBILE, AL 36606-4311**

Repeat Group Number: **65** Item # **11**

Lot Description: **LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 156.XXX) 1550 POLK ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 6,803 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 2 | $ | 3.00 | $ | 6.00 |
| Debris Removal | Cubic Yard | 20 | $ | 7.00 | $ | 140.00 |
| | | **Total Project Cost:** | | | $ | 421.00 |

Shelia E Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
**ATTN: SHELLY TICE**
**PROPERTY TAX DIVISION**
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **65** Item # **12**

Lot Description: **LOT 42 KNIPPERS 1ST ADD TO PRICHARD DBK 132 PG 338 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 350.XXX) 564 REYNOLDS AVE**

Nuisance Date: 8/3/2023
Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 6,129 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 2 | $ | 100.00 | $ | 200.00 |
| Per Spare Tire | | 1 | $ | 3.00 | $ | 3.00 |
| Debris Removal | Cubic Yard | 15 | $ | 7.00 | $ | 105.00 |
| | | **Total Project Cost:** | | | $ | 483.00 |

Shelica E Dean
SECRETARY
Marchetta Jante
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **PARKER ANNIE K (DECEASED) &**
**& SIDNEY (DECEASED)**
**% CHARLES LEE PARKER**

Address: **1313 1/2 LOLA ST**
**MOBILE, AL 36603**

Repeat Group Number: **65** Item # **13**

Lot Description: **BEG ON S/S LOLA (CAMP) ST 218 FT E OF SE COR LOLA (CAMP) ST & RYLANDS ST TH SLY WITH ANG OF 69 DEG 30 MIN 213.1 FT TH SELY WITH INT ANG OF 111 DEG 30 MIN 31.57 FT TH N 121.8 FT TH WLY 3.25 FT TH NLY 97 FT TO S/S LOLA (CAMP) ST TH WLY ALG SAID S/S 26.5 FT TO PT OF BEG BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 251.XXX) 1313 LOLA ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 2,124 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 30 | $ | 7.00 | $ | 210.00 |
| | | **Total Project Cost:** | | | $ | 485.00 |

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **KIRKSEY THOMAS & CAROLYN I**

Ac Address: **5724 DEERWOOD DR N**

**MOBILE, AL 36608**

Repeat Group Number: **65** Item # **15**

Lot Description: **LOT 42 STANTON PL MBK 6/279 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 051.XXX) 502 STANTON RD**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 6,161 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 2 | $ | 100.00 | $ | 200.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 10 | $ | 7.00 | $ | 70.00 |
| | | **Total Project Cost:** | | | $ | 445.00 |

Shelia Ecw Ecw
SECRETARY

Marchetta Suite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **KINGSIZE ENTERPRISES INC**

A( Address: **1853 ROSEWOOD RD**

**DECATUR, GA 30032-7014**

Repeat Group Number: **65** Item # **17**

Lot Description: **LOTS 52 & 53 BLK 4 HARTWELL PLACE MBK 3/315 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 267.XXX) 301 LAUREL DR**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 6,204 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 2 | $ | 100.00 | $ | 200.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 30 | $ | 7.00 | $ | 210.00 |
| | | **Total Project Cost:** | | | $ | 585.00 |

Shelia Ed Dean
SECRETARY

Nyachetta Soute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **ETHERIDGE C S**

**C/O MICHAEL OWENS**

Address: **2468 2ND AVE**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **65** Item # **18**

Lot Description: **LOT 27 BLK A TRINITY GDNS MBK 3 P 328 #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 144.XXX) 2468 SECOND AVE**

Nuisance Date: 8/3/2023

Date lot was cut: N/A Contractor: N/A

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 9,913 | 0 | $ | 125.0000 | $ | - |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 0 | $ | 100.00 | $ | - |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 50.00 |

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **LEWIS ROOSEVELT J**

**& CAROLYN D**

Address: **6026 FOREST GROVE DR**

City, State, Zip: **MONTGOMERY, AL 36117**

Repeat Group Number: **65** Item # **19**

Lot Description: **ALL THAT PAR OF LAND MORE PARTIC DESC AS LOT 23 ACRE HGTS #2 DBK 147 N S P 88 EXC STRIP OF LAND TO ILLINOIS CENTRAL GULF CO INC FOR R/W FOR SWITCH TRT #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 416.XXX) 0 WEALTHY/ WELLINGTON ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | | 0 | $ | 125.0000 | $ | - |
| standard rate<10,000 sqft | | 45,008 | $ | 0.0125 | $ | 562.60 |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 712.60 |

Sheliá E. Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
**ATTN: SHELLY TICE**
**PROPERTY TAX DIVISION**
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **65** Item # **20**

Lot Description: **LOT 5 BLK 3 SUMMERVILLE PL MBK 3 P 632 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 149.XXX) 2309 BULLEN ST**

Nuisance Date: 8/3/2023
Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | PRICE/UNIT | COST |
|---|---|---|---|---|
| base rate>10,000 sqft | 9,424 | 1 | $ 125.0000 | $ 125.00 |
| standard rate<10,000 sqft | | 0 | $ 0.0125 | $ - |
| Administration Fee | | 1 | $ 50.00 | $ 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ 100.00 | $ 100.00 |
| Per Spare Tire | | 1 | $ 3.00 | $ 3.00 |
| Debris Removal | Cubic Yard | 10 | $ 7.00 | $ 70.00 |
| | | **Total Project Cost:** | | **$ 348.00** |

Shelia Ed Dean
SECRETARY
Marchetta Scott
INSPECTOR
Gary Tucker
SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **GILBERT KRISTAL**

Address: **1963 ALDER AVE**

City, State, Zip: **REEDSPORT, OR 97467-1226**

Repeat Group Number: **65** Item # **21**

Lot Description: **LOT 16 BLK 1 SUMMERVILLE PL MBK 3 PG 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 067.XXX) 2308 HOLLAND ST**

Nuisance Date: 8/3/2023

Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | 9,171 | 1 | $ | 125.0000 | $ | 125.00 |
| standard rate<10,000 sqft | | 0 | $ | 0.0125 | $ | - |
| Administration Fee | | 1 | $ | 50.00 | $ | 50.00 |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 40 | $ | 7.00 | $ | 280.00 |
| | | **Total Project Cost:** | | | $ | 555.00 |

Sheila Edwards
SECRETARY

Manchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
January 2, 2024

Lot Owner: **KINGSIZE ENTERPRISES INC**
**C/O DOROTHY HEARD**
Address: **615 HOSANNA RD**
City, State, Zip: **GRIFFIN, GA 30223-5864**
Repeat Group Number: **65** Item # **22**

Lot Description: **LOT 17 BLK H NEESES ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 001 (29 08 18 1 001 108.XXX) 2862 PAGES LANE**

Nuisance Date: 8/3/2023
Date lot was cut: 12/19/2023 Contractor: Mr. Ryan Williams

| ITEM | UNIT | QUANTITY/SQ FT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| base rate>10,000 sqft | | 0 | $ | 125.0000 | $ | - |
| standard rate<10,000 sqft | | 15,519 | $ | 0.0125 | $ | 193.99 |
| Administration Fee | | 0 | $ | 50.00 | $ | - |
| Administrative Penalty-Additional Cuts | Each | 1 | $ | 100.00 | $ | 100.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 30 | $ | 7.00 | $ | 210.00 |
| | | **Total Project Cost:** | | | $ | 503.99 |

Shelia E. Dean
SECRETARY
Marchetta Davis
INSPECTOR
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 65** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Donna Bryars, Comptroller

**Sponsored by:**

Councilman Cory Penn

**Purpose and Scope of Project:**

Funds will be used to assist with the 34th Annual Dr. Martin Luther King Jr. Birthday Celebration on January 11-15, 2024

**Amount of Contract:**

$5,000

**Funding Source**

**Project #** DSC-01/10041020-42080 **Discretionary Funds** DSC-01

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| RESOLUTION - PEOPLE UNITED TO ADVANCE THE DREAM MOBILE, INC. | Cover Memo | 1/4/2024 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| Accounting Baxter, Tracy | Approved | 1/4/2024 - 9:03 AM |

60- 2023

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

Sponsored by: Councilman Cory Penn

WHEREAS, Councilman Penn wishes to appropriate **$5,000.00** to People United to Advance the Dream Mobile, Inc., from his discretionary funds; and

WHEREAS, People United to Advance the Dream Mobile, 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 People United to Advance the Dream Mobile, Inc., will be used to assist with the 34th Annual Dr. Martin Luther King Jr. Birthday Celebration on January 11-15, 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 **$5,000.00** to People United to Advance the Dream Mobile, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Donna G. Bryars, Comptroller

**Sponsored by:**

Councilmember William Carroll

**Purpose and Scope of Project:**

Funds will be used to assist with the purchase of a used school bus and operational expenses.

**Amount of Contract:**

$2,500.00

**Funding Source**

**Project #** DSC-02/10041020-42080 **Discretionary Funds** DSC-02

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| RESOLUTION - Marching Cougars Band Booster Club | Cover Memo | 1/3/2024 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| Accounting Green, Vi | Approved | 1/3/2024 - 7:13 AM |

60- 2023

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

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,500.00** to Marching Cougars Band Booster Club from his discretionary funds*; and

WHEREAS, Marching Cougars Band Booster Club 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 Marching Cougars Band Booster Club *will be used to assist with the purchase of a used school bus and operational expenses,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to* Marching Cougars Band Booster Club*, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

DONNA G. BRYARS, COMPTROLLER

**Sponsored by:**

MAYOR WILLIAM S. STIMPSON

**Purpose and Scope of Project:**

FUNDS WILL BE USED TO ASSIST WITH SERVING UNDER-SERVED COMMUNITIES THROUGH POSITIVE AND EMPOWERING PROGRAMS THAT IMPACT THE YOUTH AND HELP THEM TO OVERCOME SOCAIL DISADVANTAGES THROUGH EDUCATION, EMPOWERMENT, AND FINANICAL LITERACY.

**Amount of Contract:**

$5,000.00

**Funding Source**

**Project #** DSC-08/10040580-42080 **Discretionary Funds** DSC-08

**Project String** **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| RESOLUTION - PEOPLE UNITED TO ADVANCE THE DREAM MOBILE | Cover Memo | 1/3/2024 |

**REVIEWERS:**

| Department Reviewer | Action | Date |
|---|---|---|
| Accounting Green, Vi | Approved | 1/3/2024 - 7:10 AM |

60- 2023

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

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate **$5,000.00** to People United to Advance the Dream Mobile, Inc., from his discretionary funds*; and

WHEREAS, People United to Advance the Dream Mobile, 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 People United to Advance the Dream Mobile, Inc., *will be used to assist with under-served communities through positive and empowering programs that impact the youth and help them to overcome social disadvantages through education, empowerment, and financial literacy,* 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* People United to Advance the Dream Mobile, Inc*., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Funding Source**

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

## ATTACHMENTS:

| Description | Type | Upload Date |
|---|---|---|

No Attachments Available

## REVIEWERS:

| Department Reviewer | Action | Date |
|---|---|---|
| City Clerk Gauthier, Lana | Approved | 1/9/2024 - 9:36 AM |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Casi Callaway, Chief Resilience Officer

**Sponsored by:**

Mayor Stimpson and Councilmember Reynolds

**Purpose and Scope of Project:**

Transfer funds in the amount of $250,000.00 from capital project CON04 - CIP District 4 Contingency Project to Project G-OGMMATCH Grant Match Holding Account to be used to support a match requirement for congressional appropriations through the U.S. Corp of Engineers for the Water Resources Development Act to identify restoration activities in the Dog River Watershed.

**Funding Source**

| | |
|---|---|
| **Project #** Transfer from CON04 CIP Dist. 4 Contingency Project (20002000.94070) | **Discretionary Funds** |
| **Project String** Transfer to G-OGMMATCH - Grant Match Holding Account (50005000.93030) | **Contract Number:** |
| **Budget Amendment** **REDUCE** **INCREASE** | |
| **Grant Funds** | **Matching Funds** |

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution | Resolution Letter | 1/3/2024 |
| Joint Budget Transfer Request Form | Backup Material | 1/3/2024 |
| Email Approval from J. Washington | Backup Material | 1/3/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Capital | Rhodes, Brenda | Approved | 1/3/2024 - 4:52 PM |
| | | | 1/4/2024 - 12:29 |

| | | | |
|---|---|---|---|
| Legal | Kern, Chris | Approved | PM |
| Legal | Kern, Chris | Approved | 1/4/2024 - 12:33 PM |
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:58 PM |

**R E S O L U T I O N**

Sponsored by: Mayor Stimpson, Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $250,000.00 be transferred from capital project CON04 CIP DISTRICT 4 CONTINGENCY PROJECT (20002000.94070) to Project G-OGMMATCH GRANT MATCH HOLDING ACCOUNT (50005000.93030). Capital Improvement Funds (CIP) will be reallocated to support a match requirement for congressional appropriations through the U.S. Army Corp of Engineers for the Water Resources Development Act.

Adopted:

_____
City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 11/06/2023

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: 4

REQUEST: Please transfer $ 250,000.00

**FROM** CAPITAL PROJECT#: CON04

CAPITAL PROJECT NAME: CIP DISTRICT 4 CONTINGENCY PROJECT

DEPT. PROJECT#: _____

**TO** GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT.

ACCT PROJECT STRING#: G-OGMMATCH.FROMCIP.DISTRICT4.2024

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

**From:** Washington, Jasmine <jasmine.washington@cityofmobile.org>
**Sent:** Wednesday, January 3, 2024 12:13 PM
**To:** Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
**Cc:** Threadgill, Randy <randy.threadgill@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
**Subject:** Grant Match Transfer of Funds - District 4

Hi Relya & Tiffany,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- $250,000 from District 4 Capital Project CON04 CIP DISTRICT 4 CONTINGENCY PROJECT to Grant Project G-OGMMATCH Grant Match Holding Account
    - The anticipated project is to undertake a study to identify restoration activities in the Dog River watershed.

Thanks so much for your help with this!

**Jasmine Washington, CCT, CAPM**
CIP Manager
Programs & Project Management

205 Government Street
Suite 222, South Tower
Mobile, Alabama 36633-1827

_____
jasmine.washington@cityofmobile.org
O: (251) 208-7043
M: (251) 348-2404

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Cassie Boatwright, Real Estate Asset Management Dept

**Sponsored by:**

Mayor Stimpson and Councilmember Gregory

**Purpose and Scope of Project:**

Lavretta Park: Principal features of improvements include (6) asphalt pickleball courts, fencing, security lighting, concrete sidewalks and pavement, recycled crushed concrete, parking, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

Hillsdale Park: Principal features of improvements include (3) asphalt pickleball courts, fencing, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, and sodding. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

**Amount of Contract:**

$1,586,000.00

**Funding Source**

**Project #** Lavretta Park – NPC (PR-073-22) & Hillsdale Park – NPC (PR-041-22)

**Discretionary Funds**

**Project String** C0760 Lavretta Park – NPC (20002000-48010) & C0671 Hillsdale Park – NPC (20002000-48010)

**Contract Number:**4832 (LAVRETTA), 4833 (HILLSDALE)

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Lavretta and Hillsdale | | |

| | | |
|---|---|---|
| Routing Package | Cover Memo | 1/2/2024 |
| Revised Resolution | Cover Memo | 1/4/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Architectural Engineering | Boatwright, Cassie | Approved | 1/3/2024 - 4:54 PM |
| Capital | Rhodes, Brenda | Approved | 1/4/2024 - 8:56 AM |
| Legal | Kern, Chris | Approved | 1/4/2024 - 12:56 PM |
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:47 PM |

# RESOLUTION

**2023**

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

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

| | |
|---|---|
| Name of Company: | Harris Contracting Services, Inc. |
| Project Name: | Lavretta Park – New Pickleball Courts<br>&<br>Hillsdale Park – New Pickleball Courts |
| Project Number: | PR-073-22<br>&<br>PR-041-22 |
| Amount: | $1,586,000.00 |

Adopted:

_____
City Clerk

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** Lavretta Park – New Pickleball Courts

**CAPITAL PROJECT #:** C0760 (20002000-48010)

**CONTRACT AMOUNT:** $1,068,000.00 **DATE OF RECEIPT:** _____

**ARCHITECTURAL ENGINEERING PROJECT #:** PR-073-22

**PROJECT DESCRIPTION:** Principal features of improvements include (6) asphalt pickleball courts, fencing, security lighting, concrete sidewalks and pavement, recycled crushed concrete, parking, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

**VENDOR NAME:** Harris Contracting Services, Inc

**VENDOR NUMBER:** 293714

**DEPT #:** 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

**CONTRACT ADMINISTRATOR:** CASSIE BOATWRIGHT (Director of REAM)

**Please Select by circling one (Type):**

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

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD?** Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

**Prepared by:** Emma Dean – Office Assistant I **Date:** 01/02/2024

| Finance Department | Revised 3/30/2022 Tiffany Hollins | 2500-FN-002, March 2019 |
|---|---|---|

# CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** Hillsdale Park – New Pickleball Courts

**CAPITAL PROJECT #:** C0671 (20002000-48010)

**CONTRACT AMOUNT:** $518,000.00 **DATE OF RECEIPT:** _____

**ARCHITECTURAL ENGINEERING PROJECT #:** PR-041-22

**PROJECT DESCRIPTION:** Principal features of improvements include (3) asphalt pickleball courts, fencing, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, and sodding. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

**VENDOR NAME:** Harris Contracting Services, Inc

**VENDOR NUMBER:** 293714

**DEPT #:** 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

**CONTRACT ADMINISTRATOR:** CASSIE BOATWRIGHT (Director of REAM)

**Please Select by circling one (Type):**

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

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD?** Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

**Prepared by:** Emma Dean – Office Assistant I **Date:** 01/02/2024

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the day of in the year
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:

Harris Contracting Services, Inc.
117 Norton Ave
Saraland, AL 36571

City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

for the following Project:

Lavretta Park – New Pickleball Courts
200 West Parkway Drive, Mobile, Alabama 36608
PR-073-22
Scope – Principal features of improvements include (6) asphalt pickleball courts, fencing, security lighting, concrete sidewalks and pavement, recycled crushed concrete, parking, concrete ribbon curb, site grading/drainage, shelter, landscaping, and site amenities. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.
and
Hillsdale Park – New Pickleball Courts
558 East Felhorn Road, Mobile, Alabama 36608
PR-041-22
Scope - Principal features of improvements include (3) asphalt pickleball courts, fencing, concrete sidewalks and pavement, concrete ribbon curb, site grading/drainage, shelter, and sodding. Furnish and install Musco lighting system including controller, fixtures, poles and all associated hardware.

The Architect:

WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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8 MISCELLANEOUS PROVISIONS

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## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

*(Paragraph deleted)*

[ X ] A date set forth in a notice to proceed issued by the Owner.

*(Paragraphs deleted)*

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than one-hundred eighty ( 180 ) calendar days from the date of the Notice to Proceed for commencement of the Work.

*(Table deleted)*
*(Paragraph deleted)*


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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Sixty-Eight Thousand and 00/100 Dollars for Lavretta Park, and ($ 1,068,000.00), and Five Hundred Eighteen Thousand and 00/100 Dollars ($ 518,000.00) for Hillsdale Park, subject to additions and deductions as provided in the Contract Documents.

| | |
|---|---|
| Lavretta Park | |
| Base Bid: | $945,000.00 |
| Contingency Allowance: | $50,000.00 |
| Add. Alt. #1 | $73,000.00 |
| Total Bid: | $1,068,000.00 |

| | |
|---|---|
| Hillsdale Park | |
| Base Bid: | $451,000.00 |
| Contingency Allowance: | $25,000.00 |
| Add. Alt. #1 | $42,000.00 |
| Total Bid: | $518,000.00 |
| Total Contract Amount: | $1,586,000.00 |

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| Lavretta - Add. Alt. #1 Lighting | $73,000.00 |
| Hillsdale – Add. Alt. #1 Lighting | $42,000.00 |

*(Table deleted)*
*(Paragraphs deleted)*

§ 4.3 Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

Lavretta Park Contingency Allowance: Fifty thousand and 00/100 Dollars ($50,000.00)
Hillsdale Park Contingency Allowance: Twenty-Five thousand and 00/100 Dollars ($25,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Lavretta:

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| 1. 6" recycled concrete paving | S.F. | $8.00 |
| 2. Centipede sod | S.Y. | $15.00 |
| 3. 4" Fiber reinforced concrete paving | S.F. | $12.00 |

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| | | |
|---|---|---|
| 4. 4' Galvanized chain link fence | L.F. | $25.00 |
| 5. Crush and Run paving | S.F. | $6.00 |
| 6. 8" Ribbon curb at parking | L.F. | $52.00 |
| 7. Utility water Line | L.F. | $30.00 |

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| 1. 6" Asphalt paving | S.F. | $15.00 |
| 2. Centipede sod | S.Y. | $15.00 |
| 3. 4~ Fiber reinforced concrete paving | S.F. | $12.00 |
| 4. Utility water Line | L.F. | $30.00 |

§ 4.5 Liquidated damages:
*(Insert terms and conditions for liquidated damages, if any.)*

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

*(Paragraphs deleted)*

**ARTICLE 5 PAYMENTS**

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty ( 40 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

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.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

*(Paragraphs deleted)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

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.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for Lavretta Park – New Pickleball Courts, 200 West Parkway Drive, Mobile, Alabama 36608, PR-073-22 and Hillsdale Park – New Pickleball Courts, 558 East Felhorn Road, Mobile, Alabama 36608, PR-041-22. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

*(Paragraphs deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

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N/A

**§ 6.2 Binding Dispute Resolution**
For any Claim, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

*(Paragraph deleted)*
[ X ] Litigation in a court of competent jurisdiction

**§ 6.3 Governing Law and Venue**
*(Paragraph deleted)*
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

**ARTICLE 7 TERMINATION OR SUSPENSION**
**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

*(Paragraphs deleted)*
**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**
**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

Director, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

Brian Harris, President
Harris Contracting Services, Inc.
117 Norton Ave.
Saraland, AL 36571
251-377-3132
Brian@harriscontractingservices.com

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**
**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by

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anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

| | | |
|---|---|---|
| A. | Bodily Injury by Accident | $1,000,000 each accident |
| B. | Bodily Injury by Disease | $1,000,000 each employee |
| C. | Bodily Injury by Disease | $1,000,000 each policy |

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

| | | |
|---|---|---|
| A. | Bodily Injury | $1,000,000 each person<br>$1,000,000 each occurrence |
| B. | Property Damage | $1,000,000 each occurrence; or |
| C. | Bodily Injury and Property Damage | $1,000,000 combined single limit |

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.

Init. /

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B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

| | | |
|---|---|---|
| A. | Bodily Injury | $1,000,000 each person<br>$1,000,000 each occurrence |
| B. | Property damage | $1,000,000 each occurrence; or, |
| C. | Bodily Injury and Property damage | $1,000,000 combined single limit |

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

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The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 8.5.2** The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

**§ 8.6**
*(Paragraphs deleted)*
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

**§ 8.7** Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

**§ 8.8** Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then

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performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

*(Paragraphs deleted)*

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

*(Paragraphs deleted)*

.3 Drawings

| Number | Title | Date |
|---|---|---|
| **Lavretta** | | |
| CS100 | COVER SHEET | 10/16/2023 |
| LS010 | OVERALL SITE PLAN | 10/16/2023 |
| EC100 | EXISTING CONDITIONS | 10/16/2023 |
| LD100 | LANDSCAPE DEMOLITION PLAN | 10/16/2023 |
| LS100 | LANDSCAPE SITE PLAN | 10/16/2023 |
| LG100 | GRADING AND DRAINAGE PLAN | 10/16/2023 |
| LH100 | HARDSCAPE PLAN | 10/16/2023 |
| LH500 | HARDSCAPE DETAILS | 10/16/2023 |
| LH501 | HARDSCAPE DETAILS | 10/16/2023 |
| LH502 | HARDSCAPE DETAILS | 10/16/2023 |
| LH503 | HARDSCAPE DETAILS | 10/16/2023 |
| LH504 | HARDSCAPE DETAILS | 10/16/2023 |
| LP100 | LANDSCAPE PLANTING PLAN | 10/16/2023 |
| LP500 | LANDSCAPE PLANTING DETAILS | 10/16/2023 |
| C1.1 | CIVIL GRADING & DRAINAGE PLAN | 10/16/2023 |
| C1.2 | CIVIL DETAILS | 10/16/2023 |
| C1.3 | CIVIL NOTES | 10/16/2023 |
| E100 | ELECTRICAL LEGEND AND SPECIFICATIONS | 10/16/2023 |
| E200 | ELECTICAL SITE PLAN - EXISTING | 10/16/2023 |
| E300 | ELECTRICAL SITE PLAN - NEW WORK | 10/16/2023 |
| E400 | ENLARGED PICKLEBALL COURT LIGHTING - NEW WORK | 10/16/2023 |
| E500 | ENLARGED PAVILION LIGHTED - POWER - NEW WORK | 10/16/2023 |
| E600 | NORTH PARKING LOT LIGHTING - NEW WORK | 10/16/2023 |
| E700 | SOUTH PARKING LOT LIGHTING - NEW WORK | 10/16/2023 |
| E800 | ELECTRICAL DETAILS | 10/16/2023 |
| E900 | ELECTRICAL DETAILS | 10/16/2023 |
| **Hillsdale** | | |
| CS100 | COVER SHEET | 10/16/2023 |
| EC100 | EXISTING CONDITIONS | 10/16/2023 |
| LD100 | LANDSCAPE DEMOLITION PLAN | 10/16/2023 |
| LS100 | LANDSCAPE SITE PLAN | 10/16/2023 |
| LG100 | LANDSCAPE GRADING PLAN | 10/16/2023 |
| LH100 | HARDSCAPE PLAN | 10/16/2023 |
| LH500 | HARDSACPE DETAILS | 10/16/2023 |
| LH501 | HARDSCAPE DETAILS | 10/16/2023 |
| LH502 | HARDSCAPE DETAILs | 10/16/2023 |
| LH503 | HARDSCAPE DETAILS | 10/16/2023 |
| LH504 | HARDSCAPE DETAILS | 10/16/2023 |
| E100 | ELECTRICAL LEGEND AND SPECIFICATIONS | 10/16/2023 |
| E200 | EXISTING OVERALL PLAN - ELECTRICAL | 10/16/2023 |

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| | | |
|---|---|---|
| E201 | EXISTING PLAN - ENLARGED ELECTRICAL | 10/16/2023 |
| E300 | NEW WORK OVERALL PLAN - ELECTRICAL | 10/16/2023 |
| E301 | ENLARGED NEW WORK PLAN - ELECTRICAL | 10/16/2023 |
| E400 | ELECTRICAL DETAILS | 10/16/2023 |
| E401 | ELECTRICAL DETAILS | 10/16/2023 |

.4 Specifications

| Section | Title | Date |
|---|---|---|
| DIVISION 1: | GENERAL REQUIREMENTS | 10/16/2023 |
| SECTION 01010 | SCOPE OF WORK | 10/16/2023 |
| SECTION 01050 | FIELD ENGINEERING | 10/16/2023 |
| SECTION 01210 | ALLOWANCES | 10/16/2023 |
| SECTION 01220 | UNIT PRICES | 10/16/2023 |
| SECTION 01230 | ALTERNATES | 10/16/2023 |
| SECTION 01251 | PRE-BID SUBSTITUTION PROCEDURES | 10/16/2023 |
| SECTION 01260 | CONTRACT MODIFICATION PROCEDURES | 10/16/2023 |
| SECTION 01290 | PAYMENT PROCEDURES | 10/16/2023 |
| SECTION 01310 | PROJECT MANAGEMENT AND COORDINATION SUBMITTAL PROCEDURES | 10/16/2023 |
| SECTION 01330 | QUALITY CONTROL TESTING PROCEDURES | 10/16/2023 |
| SECTION 01401 | CONSTRUCTION FACILITIES AND | 10/16/2023 |
| SECTION 01500 | TEMPORARY CONTROLS | 10/16/2023 |
| | EXECUTION REQUIREMENTS | |
| SECTION 01700 | CUTTING AND PATCHING | 10/16/2023 |
| SECTION 01731 | SELECTIVE DEMOLITION | 10/16/2023 |
| SECTION 01732 | SUBSTITUTION PROCEDURES | 10/16/2023 |
| SECTION 01735 | CLOSEOUT PROCEDURES | 10/16/2023 |
| SECTION 01770 | OPERATION AND MAINTENANCE DATA | 10/16/2023 |
| SECTION 01782 | PROJECT RECORD DOCUMENTS | 10/16/2023 |
| SECTION 01783 | | 10/16/2023 |
| | SITE WORK | |
| DIVISION 2: | SELECTIVE SITE DEMOLITION | 10/16/2023 |
| SECTION 02070 | SITE CLEARING | 10/16/2023 |
| SECTION 02230 | EARTHWORK | 10/16/2023 |
| SECTION 02300 | PICKLEBALL COURT SURFACING | 10/16/2023 |
| SECTION 02462 | ASPHALTIC CONCRETE PAVING | 10/16/2023 |
| SECTION 02513 | CEMENT CONCRETE PAVEMENT | 10/16/2023 |
| SECTION 02751 | CHAIN LINK FENCES AND GATES | 10/16/2023 |
| SECTION 02821 | LANDSCAPING | 10/16/2023 |
| SECTION 02900 | CAST-IN PLACE CONCRETE | 10/16/2023 |
| SECTION 03300 | | 10/16/2023 |

.5 Addenda, if any:

Lavretta:

| Number | Date |
|---|---|
| Addendum #1 | 10/25/2023 |
| Addendum #2 | 11/01/2023 |

Hillsdale:

| Number | Date |
|---|---|
| Addendum #1 | 10/25/2023 |
| Addendum #2 | 11/01/2023 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

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*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraphs deleted)*
**§ 9.2**
*(Paragraph deleted)*
Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| N/A | | | |

**§ 9.2.1** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

BIDDING AND CONTRACT REQUIREMENTS

| | |
|---|---|
| Section 00100 | Invitation to Bid |
| Section 00200 | Instructions to Bidders-AIA Document A701-2018 |
| Section 00300 | Supplementary Instructions to Bidders |
| Section 00400 | Bid Form – Lavretta Park |
| | Accounting of Sales Tax Form C-3A – Lavretta Park |
| | Supplier Diversity Subcontracting and Major Supplier Plan – Lavretta Park |
| | Bid Form – Hillsdale Park |
| | Accounting of Sales Tax Form C-3A – Hillsdale Park |
| | Supplier Diversity Subcontracting and Major Supplier Plan – Hillsdale Park |
| Section 00500 | Standard Form of Agreement Between Owner and Contractor AIA Document A101 |
| Section 00600 | Bonds, Certificates and Affidavits |
| | Performance Bond |
| | Labor and Material Payment Bond |
| | E-Verify Documentation (Sample) |
| | Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report |
| | Certificate of Substantial Completion-AIA Document G704 |
| | Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 |
| | Contractor's Affidavit of Release of Liens-AIA Document G706A |
| | Consent of Surety to Final Payment-AIA Document G707 |
| | Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form |
| Section 00700 | General Conditions of the Contract for Construction-AIA Document A201 |

**§ 9.2.2** Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

**§ 9.2.3** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but

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not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

**§ 9.2.5** Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

**§ 9.2.6** Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

**§ 9.2.7** Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services, Inc.

**OWNER** *(Signature)*

**CONTRACTOR** *(By Signature)*

William S. Stimpson. Mayor
*(Rows deleted)*
*(Printed name and title)*

Brian Harris, President
*(Printed name and title)*

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 5 day of December 20 23.

NOTARY PUBLIC
My Commission Expires: 4/2/27

CHRISTINA LEBLANC NOTARY PUBLIC STATE OF AL

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# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Harris Contracting Services, Inc. 117 Norton Ave Saraland, AL 36571, hereinafter called the Principal, and Granite Re, Inc. _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million Five Hundred Eighty Six Thousand and 00/100 Dollars ($1,586,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Lavretta Park – New Pickleball Courts (PR-073-22) 200 West Parkway Drive, Mobile, Alabama 36608 and, Hillsdale Park – New Pickleball Courts (PR-041-22) 558 East Felhorn Road, Mobile, Alabama 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

**CONTRACTOR AS PRINCIPAL**
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris President

**SURETY**
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

---

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

# LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, Harris Contracting Services, Inc. 117 Norton Ave Saraland, AL 36571, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee"), in the penal sum of One Million Five Hundred Eighty Six Thousand and 00/100 Dollars ($1,586,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Lavretta Park – New Pickleball Courts (PR-073-22) 200 West Parkway Drive, Mobile, Alabama 36608, and , Hillsdale Park – New Pickleball Courts (PR-041-22) 558 East Felhorn Road, Mobile, Alabama 36608 which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

**EXECUTED IN FOUR (4) COUNTERPARTS.**

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

**CONTRACTOR AS PRINCIPAL**
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris president

**SURETY**
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive
Birmingham, AL 35223
Phone and Fax: 205-769-3595

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan**

**Section I. Information about your company**

| | |
|---|---|
| Company | Harris Contracting Services Inc |
| Address | 117 Norton Ave Saraland , Al 36571 |
| Telephone | 251-377-3132 |
| E-Mail | brian@harriscontractingservices.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | |
| Project Description | |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male X Female X Minority X Non-minority X SDVO X<br>Total #of Employees 25 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Brian Harris

Signature: _____ Date: 10/26/23

Title: President

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

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan (Cont'd**

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

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $ 1,064,000.00 Date: 4/06/2023

Description PR-073-22 Interior Fence - Pickle Ball Courts

Name of Bidder/Proposer: Harris Contracting Services Inc

**I intend to use the following subcontractors:** (Attach additional pages if necessary)

| Subcontractor or Major Supplier | Phone | Scope of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | DBE? | Official Verification Only |
|---|---|---|---|---|---|---|
| Helping hands | | Labor + clean up | 15,000.00 | 1.5% | Yes | |
| gulfsouth asphalt | | Asphalt | 40,000.00 | 4% | Yes | |
| Leblanc Construction LLC | | Concrete | 20,000.00 | 2% | Yes | |
| Hill trucking | | N/A | | | No | |
| B+T Fencing | | Fencing | 65,000.00 | | NO | |
| Superior MASONRY | | Block work | 15,000.00 | 1.5% | Yes | |
| HAGAN Fencing | | N/A | | | NO | |
| Strother | | Pavilion + accessories | 150,000.00 | 15% | ~~Yes~~ | |
| Hcl | | rock + dirt Hauling | 100,000.00 | 10% | Yes | |
| | | | | | | |
| | | | | | | |
| | | | | | | |



4/5/2021

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

### Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices

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

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

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

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

**Section 2(B)**

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

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

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

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

_____

_____

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

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About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Arohnique.kidd@cityofmobile.org
261.208.7967
205 Government Street, 5th Floor

### FORM 1: Background and Plan

**Section I. Information about your company**

| | |
|---|---|
| Company | Harris Contracting Services Inc |
| Address | 117 Norton Ave Saraland , Al 36571 |
| Telephone | 251-377-3132 |
| E-Mail | brian@harriscontractingservices.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | |
| Project Description | |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male X Female X Minority X Non-minority X SDVO X<br>Total #of Employees 25 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Brian Harris

Signature: _____ Date: 10/26/23

Title: President

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

Name: Brian Harris Title: President

Email: brian@harriscontractingservices.com Phone: 251-377-3132

# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan (Cont'd**

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

Please Print Company Harris Contracting Services Inc Your Bid/Proposal Amount $ 518,000.00 Date: ~~10/26/23~~

11 / 06 / 2023 Description PR-041-22 Hillsdale Park Pickle Ball Courts

Name of Bidder/Proposer: Harris Contracting Services Inc

**I intend to use the following subcontractors:** (Attach additional pages if necessary)

| Subcontractor or Major Supplier | Phone | Scope of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | DBE? | Official Verification Only |
|---|---|---|---|---|---|---|
| Helping hands | | Clean up | 10,000.00 | 2% | Yes | |
| gulfsouth asphalt | | Asphalt | 20,000.00 | 4% | Yes | |
| Leblanc Construction LLC | | Concrete | 15,000.00 | 3% | Yes | |
| Hill trucking | | Demo | 10,000.00 | 2% | No | |
| B+T Fencing | | Fencing | 40,000.00 | 8% | NO | |
| Hagan Super Masonry | | Block work | 10,000.00 | 2% | NO yes | |
| HCL | | rock and dirt | 25,000.00 | 5% | yes | |
| Strathers | | janitorial, trash cans benches | 75,000.00 | 15% | yes | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

### Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services Inc

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices

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

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

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

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

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

**Section 2(B)**

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

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

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

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

_____

_____

# Alabama Secretary of State

| Harris Contracting Services, Inc. | |
|---|---|
| Entity ID Number | 000 - 338 - 516 |
| Entity Type | Domestic Corporation |
| Principal Address | 132 COURTAULDS<br>SARALAND, AL 36571 |
| Principal Mailing Address | 132 COURTAULDS<br>SARALAND, AL 36571 |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 06/10/2015 |
| Registered Agent Name | HARRIS, BRIAN |
| Registered Office Street Address | 132 COURTAULDS<br>SARALAND, AL 36571 |
| Registered Office Mailing Address | 132 COURTAULDS<br>SARALAND, AL 36571 |
| Nature of Business | CONSTRUCTION/CONTRACTOR-<br>ELECTRICAL & INSTRUMENTATION |
| Capital Authorized | 100 @ $0.01 PV |
| Capital Paid In | |
| **Directors** | |
| Director Name | HARRIS, BRIAN |
| Director Street Address | 132 COURTAULDS<br>SARALAND, AL 36571 |
| Director Mailing Address | 132 COURTAULDS<br>SARALAND, AL 36571 |
| **Incorporators** | |
| Incorporator Name | LEGALZOOM.COM INC |
| Incorporator Street Address | 9900 SPECTRUM DRIVE<br>AUSTIN, TX 78717 |
| Incorporator Mailing Address | 100 W BROADWAY SUITE 100<br>GLENDALE, CA 91210 |
| **Annual Reports** | |
| Annual Report information is filed and maintained by the Alabama Department of Revenue.<br>If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office | |

| Harris Contracting Services, Inc. | |
|---|---|
| cannot answer questions about or make changes to these reports. | |
| Report Year | 2016 2017 2018 2019 2020 2021 2022 2023 |
| **Transactions** | |
| Transaction Date | 06/24/2015 |
| Miscellaneous Filing Entry | New Entity Effective 06-10-2015 13:55 |
| **Scanned Documents** | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 06/24/2015 Certificate of Formation 4 pgs. |
| | |

Browse Results New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 896028

**Approved by:**

| | |
|---|---|
| **Employer**<br>Harris Contracting Services, Inc. | |
| **Name** (Please Type or Print)<br>Brian E Harris | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/22/2015 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>07/27/2015 |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 896028

| Information Required for the E-Verify Program | |
|---|---|
| **Information relating to your Company:** | |
| **Company Name** | Harris Contracting Services, Inc. |
| **Company Facility Address** | 117 Norton ave<br>Saraland, AL 36571 |
| **Company Alternate Address** | |
| **County or Parish** | MOBILE |
| **Employer Identification Number** | 474387520 |
| **North American Industry Classification Systems Code** | 236 |
| **Parent Company** | |
| **Number of Employees** | 20 to 99 |
| **Number of Sites Verified for** | 1 site(s) |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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

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

| | |
|---|---|
| **PRODUCER**<br>Guardian Insurance Agency, LLC<br>P.O. Box 458<br>Saraland AL 36571 | CONTACT NAME: Tracy Granade<br>PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502<br>E-MAIL ADDRESS: guardianinsuranceagency@gmail.com |
| **INSURED**<br>Harris Contracting Services, Inc.<br>117 Norton Ave.<br>Saraland AL 36571 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Crum & Forster Specialty Insurance<br>INSURER B : Integon National Insurance Company<br>INSURER C : StarStone National Insurance Company<br>INSURER D : The Sheffield Fund / Evanston Insurance Co<br>INSURER E : American Zurich Insurance Company<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | x COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>x Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | x | x | BAS121232 | 09-20-2023 | 09-20-2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS<br>x HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | x | x | 2006107457-05 | 02-09-2023 | 02-09-2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | x UMBRELLA LIAB ☒ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | x | x | 79505P231ALI | 09-20-2023 | 09-20-2024 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | x | 600-2024-34095-00 | 01-01-2024 | 12-31-2024 | x PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Builders Risk | x | | ER74223843 | 01/01/2024 | 06/01/2024 | | $100,000 |

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

Project name: Hillsdale Park- New Pickleball Courts Project Number: PR-041-22
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

**CERTIFICATE HOLDER**

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE <TG> Tracy Granade

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2023

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| PRODUCER | CONTACT NAME: Tracy Granade |
|---|---|
| Guardian Insurance Agency, LLC<br>P.O. Box 458<br>Saraland AL 36571 | PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502<br>E-MAIL ADDRESS: guardianinsuranceagency@gmail.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Crum & Forster Specialty Insurance | |
| INSURER B : Integon National Insurance Company | |
| INSURER C : StarStone National Insurance Company | |
| INSURER D : The Sheffield Fund / Evanston Insurance Co | |
| INSURER E : American Zurich Insurance Company | |
| INSURER F : | |

INSURED: Harris Contracting Services, Inc.
117 Norton Ave.
Saraland AL 36571

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [x] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [x] OCCUR<br>[x] Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [x] PRO-JECT [ ] LOC<br>[ ] OTHER | x | x | BAS121232 | 09-20-2023 | 09-20-2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS<br>[x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY | x | x | 2006107457-05 | 02-09-2023 | 02-09-2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | [x] UMBRELLA LIAB [x] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | x | x | 79505P231ALI | 09-20-2023 | 09-20-2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | x | 600-2024-34095-00 | 01-01-2024 | 12-31-2024 | [x] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Builders Risk | x | | ER74223843 | 01/01/2024 | 06/01/2024 | | $100,000 |

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

Project name: Lavertta Park New Pickleball Courts Project Number: PR-073-22
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <TG> Tracy Granade

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# BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

**American Zurich Insurance Company**
**A Stock Company**
**Administrative Office: 1299 Zurich Way**
**Schaumburg, IL 60196 Phone: 800-382-2150**

**THIS IS A COINSURANCE CONTRACT**

Please read your policy.

☒ **New Policy** **ER74223843**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

**1. Named Insured and Mailing Address:**

Harris Contracting Services, Inc & The City of Mobile
5413 Lott Rd
Eight Mile, AL 36613

**2. Producer Information:**

A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone #
C Fax #
D Zurich Producer # A0095296
E Field Office Name
F Field Office Code

**3. Policy Period – From:** 01/01/2024 **To:** 01/01/2025
12:01 a.m. at your mailing address above.

**4. Form of Business:** ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**

**5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)**

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

| | | |
|---|---|---|
| A) Any one building or structure | $ | |
| B) All covered property at all locations | $ | |
| C) Rate | Per Report | |
| D) Premium | Per Report | |
| E) Total Taxes and Surcharges (per attached endorsement – N/A in NY) | Per Report | |
| F) **Total Fully Earned Policy Premium** | Per Report | |

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
Old Shell Rd
Mobile, AL 36608

| | | |
|---|---|---|
| **New Construction** | | |
| A) Any one building or structure | $ | 0 |
| B) All covered property at all locations (same as A unless otherwise noted) | $ | 100,000 |
| **Remodeling** | | |
| D) Renovations and improvements | $ | |
| E) Existing buildings or structures | $ | |
| F) Rate | $ | 0.50 |
| G) Premium | $ | 500.00 |
| H) Total Taxes and Surcharges (per attached endorsement) | $ | 0.00 |
| I) **Total Fully Earned Policy Premium** (minimum premium applicable) | $ | 500.00 |

**6. Deductible:** ☐$500 ☒$1,000 ☐$2,500 ☐$5,000 ☐Other

**7. Forms Applicable To This Coverage Part:**
**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

# BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

**Policy Number:** ER74223843
**Policy Type:** ☐ **Reporting Form (continuous policy) OR** ☒ **One Shot (non-reporting form/single structure policy)**

| **ADDITIONAL COVERAGES (COVERAGE FORM)** | **LIMIT OF INSURANCE** |
|---|---|
| a. Collapse | Included |
| b. Scaffolding, Construction Forms And Temporary Structures | $ 50,000 |
| Re-erection Of Scaffolding | $ 25,000 |
| c. Debris Removal | $ 50,000 |
| d. Back-Up Or Overflow Of Sewers, Drains Or Sumps | $ 25,000 |
| e. Fire Department Service Charge | $ 25,000 |
| f. Valuable Papers And Records | $ 50,000 |
| g. Pollutant Clean-Up And Removal | $ 25,000 |
| h. Ordinance Or Law – Direct Damage | |
| Loss To The Undamaged Portion Of The Building | Included |
| Demolition Cost | $ 100,000 |
| Increased Cost Of Construction | $ 100,000 |
| Combined Aggregate For Demolition Cost And Increased Cost Of Construction | $ 100,000 |
| i. Preservation Of Property | Included |
| j. Rewards | $ 25,000 |
| k. Property At A Temporary Storage Location | $ 25,000 |
| l. Property In Transit | $ 25,000 |
| m. Claim Preparation Expense | $ 10,000 |
| n. Contract Penalties | $ 25,000 |

**OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)**

| | |
|---|---|
| ☐ **Business Income (HBIS-95)** | $ |
| Anticipated Project Completion Date | |
| Monthly Limit Of Indemnity | (fraction) |
| Deductible Period | days |
| Civil Authority | |
| ☐ **Business Income And Extra Expense (HBIS-82)** | $ |
| Anticipated Project Completion Date | |
| Monthly Limit Of Indemnity | (fraction) |
| Deductible Period | days |
| Business Income | |
| Extra Expense | |
| Civil Authority | |
| ☐ **Development Or Subdivision Fences, Walls And Signs (HBIS-58)** | $ |
| ☐ **Expediting Expense (HBIS-93)** | $ |
| ☐ **Extra Expense (HBIS-92)** | $ |
| ☐ **Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)** | $ |
| ☐ **Soft Costs Coverage (HBIS-88)** | $ |
| Anticipated Project Completion Date | |
| Deductible Period | days |
| Expense To Mitigate Loss | |
| Civil Authority | |
| ☐ **Builders Risk Green Building (HBIS-96)** | |
| Limit Of Liability | $ |
| "LEED® Building Rating" | |

# RESOLUTION

**2024**

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

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

| | |
|---|---|
| Name of Company: | Harris Contracting Services, Inc. |
| Project Name: | Lavretta Park – New Pickleball Courts<br>&<br>Hillsdale Park – New Pickleball Courts |
| Project Number: | PR-073-22<br>&<br>PR-041-22 |
| Amount: | $1,586,000.00 |

Adopted:

_____
City Clerk

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Nick Amberger, P.E., Engineering Department

**Sponsored by:**

Mayor William S. Stimpson and Councilmen Cory Penn, William Carroll, C.J. Small and Joel Daves

**Purpose and Scope of Project:**

Engineering and Construction Inspection Services

**Amount of Contract:**

$539,070.00

**Funding Source**

**Project #** RSF24 **Discretionary Funds**

**Project String** 2000.2000.48020 **Contract Number:**4834

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resurfacing | Cover Memo | 1/4/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Engineering | Amberger, Nick | Approved | 1/4/2024 - 9:11 AM |
| Capital | Rhodes, Brenda | Approved | 1/4/2024 - 11:44 AM |
| Legal | Kern, Chris | Approved | 1/4/2024 - 1:02 PM |
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:48 PM |

# CAPITAL CONTRACT SUMMARY SHEET

## (2 COPIES REQUIRED)

CONTRACT #

**PROJECT NAME:** 2024 CIP Resurfacing City Council Districts 1,2,3 & 5
COM Project: 2024-3005-01

**PROJECT #:** C0919 **DATE OF RECEIPT:** _____

**PROJECT DESCRIPTION:** Engineering and construction inspections services.

**CONTRACT AMOUNT:** $539,070.00

**VENDOR NAME:** Sawgrass Consulting, LLC

**VENDOR NUMBER:** 293775

**DEPT #:** 3005 **DEPT NAME:** Engineer

**CONTRACT ADMINISTRATOR:** Nick Amberger

**Please Select by circling one (Type):**

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

**RETAINAGE INFORMATION:**

**SHOULD RETAINAGE BE WITHHELD?** Y___N X__; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

**Prepared by:** Jessica White **Date** 1/4/2024

Revised 3/8/2022 Tiffany Hollins

# RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmen Cory Penn, William Carroll, C.J. Small and Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Sawgrass Consulting, LLC

Project Name: 2024 CIP Resurfacing City Council Districts 1,2,3 & 5 /COM Project# 2024-3005-01

Estimated Cost: $539,070.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

# 2024 CIP RESURFACING
# CITY COUNCIL DISTRICTS 1, 2, 3 & 5

## PROJECT NO. 2024-3005-01

## ENGINEER:

## SAWGRASS CONSULTING, LLC

**STATE OF ALABAMA**
**CITY OF MOBILE**

# CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SAWGRASS CONSULTING, LLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

## I. DEFINITIONS

The following terms and their definitions shall apply:

**ALDOT** - State of Alabama Department of Transportation

**CITY** - City of Mobile, Alabama

**CITY COUNCIL** - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

**CITY ENGINEER** - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

**CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

**CONTRACTOR** - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

**ENGINEER** - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **SAWGRASS CONSULTING, LLC**.

**INSPECTOR** - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

**NOTICE TO PROCEED** - A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

**DESIGN CONSTRUCTION COST ESTIMATE** – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

**PROJECT – 2024 CIP RESURFACING-CITY COUNCIL DISTRICTS 1, 2, 3 & 5, City of Mobile Project No. 2024-3005-01.** This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

**PROJECT ENGINEER** - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

**STANDARD SPECIFICATIONS** - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

## II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

## III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff,

inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

A. Design Phase
B. Pre-Bid to Pre-Construction Phase
C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.

b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.

d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for

Accessibility for Public Right of Way, to an extent that is feasible and practical.

e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.

f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.

g. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

h. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.

i. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.

k. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.

l. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.

m. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.

n. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.

   (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

j. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and

binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

## IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

## V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed $164,270.00 (One Hundred Sixty-Four Thousand Two Hundred Seventy Dollars and Zero Cents).

   b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed $7,350.00 (Seven Thousand Three Hundred Fifty Dollars and Zero Cents).

c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $337,450.00 (Three Hundred Thirty-Seven Thousand Four Hundred Fifty Dollars and Zero Cents).

d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $30,000.00 (Thirty Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed $539,070.00 (Five Hundred Thirty-Nine Thousand Seventy Dollars and Zero Cents).

## VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and

employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

| | |
|---|---|
| Bodily Injury by Accident | $1,000,000 each accident |
| Bodily Injury by Disease | $1,000,000 policy limit |
| Bodily Injury by Disease | $1,000,000 each employee |

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

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

## VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

## VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

## IX. PROHIBITION OF BOYCOTTING

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

## X. ANTI-DISCRIMINATION CLAUSE

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

## XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

## XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

**SAWGRASS CONSULTING, LLC**

By: Stephen J Delahunty

Print: Stephen J. Delahunty, P.E.

Its: President

Address: 30673 Sgt E I Boots Thomas Drive

Spanish Fort, AL 36527

Telephone: 251.544.7900

STATE OF ALABAMA
CITY OF MOBILE

I, Tori Scheer, a Notary Public in and for said State and County, hereby certify that Stephen J. Delahunty, whose name as President of Sawgrass Consulting, LLC is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 29th day of December, 2023.

Tori Scheer
NOTARY PUBLIC

My Commission Expires: May 24 2026

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

# EXHIBIT 'A' PROJECT LOCATION

## Table A.1 Streets included by district

| District 1 | District 2 | District 3 | District 5 |
|---|---|---|---|
| GRAHAM AVE | ADAMS ST | MACMAE DR | FAIRWAY DR |
| MCDONOUGH ST | N JOACHIM ST | RUNNELS RD | MAUVILLA DR |
| HIGHLAND DR | N CLAIBORNE ST | MOOT AVE | SULLIVAN AVE |
| GRAHAM AVE | N SCOTT ST | BUENA DR N | FARCOTT ST |
| OSAGE ST | N BAYOU ST | BUENA DR S | FARCOTT ST E |
| GWIN ST | CONTI ST | BUENA DR E | FARCOTT CT |
| SPRING ST | NEW JERSET ST | BUENA DR W | LOUISE DR N |
| DUBOSE ST | S BAYOU ST | RIVIERA DR N | LOUISE DR S |
| JOSEPHINE ST | MONTGOMERY ST | RIVIERA DR S | LOUISE DR W |
| SHERWOOD DR | MARYLAND ST | RIVIERA DR E | WESTGATE ST |
| SHERWOOD DR N | S JEFFERSON ST | RIVIERA DR W | RAND CT |
| SHERWOOD DR S | S PINE ST | JUANITA ST | JANWOOD DR |
| SHERWOOD DR E | S HALLETT ST | ODETTE AVE | JANE ST |
| SHERWOOD DR W | OAKLAND TER | GOODMAN AVE | BROADCAST DR |
| HILBURN DR | CAROLINE AVE | HULL ST | TELEVISION AVE |
| EXTER DR | S GEORGIA AVE | DANIELS RD N | MONTLIMAR CT |
| GRAF CT | MONTAUK AVE | DANIELS RD S | KINGSWAY |
| BLACKSHER CT | MCGILL AVE | DANIELS RD E | COUNTRY CLUB RD |
| LAUTEN CT | HANNON AVE | DANIELS RD W | SHEPARDS LN |
| LOURANDO DR N | MURRAY ST | COLEY DR | WESTGATE RD |
| LOURANDO DR W | DEMOUY AVE | SHORT OGBURNE AVE | |
| CHADWICK DR N | | OGBURN AVE | |
| CHADWICK DR S | | LONGBOW LN | |
| CHADWICK DR E | | LEWIS AVE | |
| CHADWICK DR W | | ROBIN HOOD DR | |
| CHADWICK CT | | NOTTINGHAM DR S | |
| MAURY DR | | NOTTINGHAM DR E | |
| HOGANS LN | | NOTTINGHAM DR W | |
| LOUISIANE DR | | YORKSHIRE RD | |
| HARPER ST | | FRIAR LN | |
| COLVIN ST | | MERRY LN | |
| EMOGENE PL | | ARCHER LN | |
| | | GOVERNMENT BLVD SERVICE RD | |

## EXHIBIT B: PROJECT ESTIMATE

**PROJECT** – (See Exhibit A for location.) **2024 CIP RESURFACING-CITY COUNCIL DISTRICTS 1, 2, 3 & 5,** City of Mobile Project No. **2024-3005-01.**

**ESTIMATED PROJECT COST** - Construction of the PROJECT is estimated to be **$5,800,000.00 [Five Million Eight Hundred Thousand Dollars and No Cents]**.

**ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST** - Total fees to be paid to the ENGINEER shall not exceed **$539,070.00 [Five Hundred Thirty-Nine Thousand Seventy Dollars and Zero Cents]**, unless authorized by the CITY.

**CITY DISTRICT: Districts 1, 2, 3 & 5**

**FUNDING SOURCE: C0919 (CIP 2024 RESURFACING)**

## EXHIBIT C: FEE SCHEDULE

## ENGINEER'S SUMMARY OF HOURLY RATES

SAWGRASS

| 2023 HOURLY RATES | |
|---|---|
| SENIOR PROJECT MANAGER | $195.00 HOUR |
| PROFESSIONAL LAND SURVEYOR | $180.00 HOUR |
| PROFESSIONAL ENGINEER | $180.00 HOUR |
| STAFF ENGINEER | $110 .00 HOUR |
| SENIOR CONSTRUCTION REPRESENTATIVE | $100.00 HOUR |
| SURVEY MANAGER | $110.00 HOUR |
| ONE MAN SURVEY CREW | $120.00 HOUR |
| TWO MAN SURVEY CREW | $150.00 HOUR |
| THREE MAN SURVEY CREW | $175.00 HOUR |
| CADD DESIGNER | $110.00 HOUR |
| CADD TECHNICIAN | $ 95.00 HOUR |
| ADMINISTRATIVE | $65.00 HOUR |

_____

Client Rep Initials

## EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

| | |
|---|---|
| Design Phase | $ 164,270.00 |
| Pre-Bid to Pre-Construction Phase | $ 7,350.00 |
| Construction Phase | $ 337,450.00 |
| **Base Contract Amount** | **$ 509,070.00** |
| Additional Services (If requested in writing by the City Engineer) | $ 30,000.00 |
| **Total Contract Amount including Additional Services** | **$ 539,070.00** |

## EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2023

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

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

PRODUCER
HRT Insurance Group, LLC
6729-J Spanish Fort Blvd
Spanish Fort, AL 36527

CONTACT NAME: Jamie Owens
PHONE (A/C, No, Ext): (251)445-8300 FAX (A/C, No): (251)445-8303
E-MAIL ADDRESS: j.owens@hrtinsurancegroup.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Auto-Owners Insurance Company | 18988 |
| INSURER B : | Auto-Owners | 18988 |
| INSURER C : | Auto-Owners Insurance Company | 26638 |
| INSURER D : | Freberg Enviromental Insurance | 524126 |
| INSURER E : | | |
| INSURER F : | | |

INSURED
Sawgrass Consulting, LLC
30673 Sgt E.I. Boots Thomas Dr
Spanish Fort, AL 36527-7648

COVERAGES CERTIFICATE NUMBER: 00002326-403667 REVISION NUMBER: 222

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | 38999702 | 10/27/2023 | 10/26/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 2,000,000<br>300,000<br>10,000<br>2,000,000<br>2,000,000<br>2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 5199970200 | 10/26/2023 | 10/26/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | Y | 5199970201 | 10/26/2023 | 10/26/2024 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | A106617560 | 10/26/2023 | 10/26/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| D | Professional Liab. | N | Y | FEI-AEP-74310 | 09/04/2023 | 09/04/2024 | Aggregate | | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: 2024 CIP Resurfacing City Council Districts 1, 2, 3 & 5
Project No: 2024-3005-01

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies.

CERTIFICATE HOLDER
City of Mobile
PO Box
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE
(JCO)

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## EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

| PRODUCER | CONTACT NAME | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| City of Mobile<br>P.O. Box 1827<br>Mobile, Alabama 36633-1827 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

**EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT**

STATE OF ALABAMA
COUNTY OF MOBILE

**AFFIDAVIT OF VENDOR / CONTRACTOR**

Before me, a Notary public, personally appeared Stephen J. Delahunty (affiant) who, being duly sworn says as follows:

President/CEO of Sawgrass Consulting, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Sawgrass that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Sawgrass is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 621593.

Stephen J Delahunty

CEO of Sawgrass Consulting, LLC

Sworn to and subscribed before me this the 29 day of December, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

TORI SCHEER

Signature and Seal of Notary Public

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

# CITY OF MOBILE

**DBE Compliance**

**DBE UTILIZATION REPORT**

**Return to Office of Supplier Diversity**
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

| | | |
|---|---|---|
| **CONTRACTOR:** Sawgrass Consulting, LLC | **Certified DBE:** YES NO | **Contract Start Date:** |
| **DESCRIPTION:** 2024 CIP Resurfacing Project Number 2024-3005-01 | | **Estimated Completion Date:** |

**This report is for the month of: (CHECK ONE):**

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

| Original Contract Amount | Total Amount of Contract Changes (change orders or amendments) | Final Contract Amount (include contract changes) | Payments to Date from City of Mobile | OFFICE USE ONLY (Verification) |
|---|---|---|---|---|
| $ 539,070.00 | $ | $ | $ | |

**Instructions:** List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

| DBE SUBCONTRACTOR | DBE DESCRIPTION OF WORK | DBE SUBCONTRACT AMOUNT | DBE PAYMENTS THIS REPORT | PAYMENTS TO DATE | OFFICE USE ONLY (Verification) |
|---|---|---|---|---|---|
| Isaiah Engineering | Design and Construction Services | $ 71,160.00 | $ | $ | |
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| | | $ | $ | $ | |
| TOTALS | | $ | $ | $ | |

**I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.**

PRINT NAME: Stephen J. Delahunty

SIGNATURE: Stephen J. Delahunty President (Title) 1/2/24 (Date)

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan**

**Section I. Information about your company**

| | |
|---|---|
| Company | Sawgrass Consulting, LLC |
| Address | 30673 Sgt E I Boots Thomas Drive, Spanish Fort, AL 36527 |
| Telephone | 251.544.7900 |
| E-Mail | sdelahunty@sawgrassllc.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | |
| Project Description | |
| Is your company a DBE company? | Yes [ ] No [X] |
| Work force demographics | Male ____ Female ____ Minority ____ Non-minority ____ SDVO ____ |
| | Total #of Employees 25 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Stephen J. Delahunty, P.E.

Signature: Stephen J. Delahunty Date: 12/29/23

Title: Partner/Owner

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

Name: Lynn Tolbert Title: Comptroller

Email: ltolbert@sawgrassllc.com Phone: 251.544.7900

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

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

**FORM 1: Background and Plan (Cont'd**

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

Please Print Company_____ Your Bid/Proposal Amount $ 539,070.00

12 29 2023 Description 2024 CIP Resurfacing Date:

Name of Bidder/Proposer: Sawgrass Consulting, LLC

**I intend to use the following subcontractors:** (Attach additional pages if necessary)

| Subcontractor or Major Supplier | Phone | Scope of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | DBE? | Official Verification Only |
|---|---|---|---|---|---|---|
| Isaiah Engineering | 251.344.2022 | Design and Construction Services | 71,160.00 | 13.2% | YES | |
| | | | | | | |
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# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

### Form 2: Good Faith Effort Documentation

Name of Bidder: Sawgrass Consulting, LLC

Contact Person: Stephen J. Delahunty, PE Phone 251.544.7900 Email sdelahunty@sawgrassllc.com

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

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

# CITY OF MOBILE
## Subcontracting and Major Supplier Plan

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

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

**Section 2(B)**

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

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

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

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

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 621593

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Sawgrass (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

**Company ID Number:** 621593

**Approved by:**

| | |
|---|---|
| **Employer**<br>Sawgrass | |
| **Name** (Please Type or Print)<br>Heather J McDonald | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>12/04/2012 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>12/04/2012 |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 621593

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Sawgrass |
| **Company Facility Address** | 30673 Sgt. E. I. Boots Thomas Drive<br>Spanish Fort, AL 36527 |
| **Company Alternate Address** | |
| **County or Parish** | BALDWIN |
| **Employer Identification Number** | 273407212 |
| **North American Industry Classification Systems Code** | 541 |
| **Parent Company** | |
| **Number of Employees** | 10 to 19 |
| **Number of Sites Verified for** | 1 site(s) |

**Company ID Number:** 621593

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1

**Company ID Number:** 621593

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Lynn D Tolbert |
| Phone Number | 2515447900210 |
| Fax | |
| Email | ltolbert@sawgrassllc.com |

| | |
|---|---|
| Name | Heather J McDonald |
| Phone Number | 2515447900 |
| Fax | 2515447918 |
| Email | hmcdonald@sawgrassllc.com |

**Company ID Number:** 621593

This list represents the first 20 Program Administrators listed for this company.

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Butler Complete Services, LLC, for clearing drainage ditch from Eslava Creek Parkway to McVay Drive South.
General fund.

**Amount of Contract:**

$405,000.00

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20240102 Butler Agenda Package POs | Cover Memo | 1/2/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:45 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 3294 | 2024 | (2086F) FLOOD CONTROL | CLEAR DRAINAGE DITCH FROM ESLAVA CREEK PKWY TO MCVAY DR S (SEALED BID 5824) | $405,000.00 | (297507) BUTLER COMPLETE SERVICES LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00003294-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.40.20.2070.2086.2070.0000.0000.42155. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| BUTLER COMPLETE SERVICES LLC | PUB WORKS-FLOOD CONTROL |
| 2808 GASLIGHT LN EAST | 770 GAYLE STREET |
| | BEFORE 2:30 PM |
| | MOBILE, AL 36604 |
| MOBILE, AL 36695 | ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| Tel#2515917278 | |
| Fax 2512877525 | |
| | Deliver To |
| | PUB WORKS-FLOOD CONTROL |
| | 770 GAYLE STREET |
| | BEFORE 2:30 PM |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/27/23 | 297507 | | | | FLOOD CONTROL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | DITCH CLEANING - ESLAVA CREEK PKWY - MCVAY DR S. BID 5824 | 1.00 EACH | 405000.00000 | 405000.00 |
| 1 | 1000.40.20.2070.2086.2070.0000.0000.42155. | | | 405000.00 |

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 405000.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2086.2070.0000.0000.42155. | 405000.00 | 5664153.08 |
| PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 01/02/24 | SHONNDA SMITH | Auto approved by: 910518527 |
| Approved | 01/02/24 | JAMES DELAPP | |

| Bill To | Requisition 00003294-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.40.20.2070.2086.2070.0000.0000.42155. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

**Vendor**
BUTLER COMPLETE SERVICES LLC
2808 GASLIGHT LN EAST

MOBILE, AL 36695

Tel#2515917278
Fax 2512877525

**Ship To**
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604
ASHLEY.ADAMS@CITYOFMOBILE.ORG

**Deliver To**
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/27/23 | 297507 | | | | FLOOD CONTROL |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 01/02/24 | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Approved | 01/02/24 | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Approved | 01/02/24 | DONALD ROSE | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | SANDRA LEWIS | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | STEVEN KRONINGER | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | SAMANTHA COOLEY | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | JOHN PAINE | | | |
| | Approved | 01/02/24 | MICHAEL SPAFFORD | | Auto approved by: 9105paij | |

Authorized By: _____ Date: _____
Signature

# BID TABULATION FOR BID #5824
# DITCH CLEANING SERVICES

| | HUGHES 360 | HUGHES COMPANIES | INVASIVE MGMT | BEST PRICE SERVICES | BUTLER COMPLETE SERVICES |
|---|---|---|---|---|---|
| GREENTREE RD S - MCPHERSON ST | $248,000.00 | | $325,000.00 | $240,000.00 | $335,000.00 |
| SPRING CREEK CIRCLE - DEMOTROPOLIS RD | $248,000.00 | | $350,000.00 | $230,000.00 | $355,000.00 |
| ESLAVA CREEK PKWY - MCVAY DR S | | $725,000.00 | $415,000.00 | $440,000.00 | $405,000.00 |
| EXECUTIVE PARK DR - BANKHEAD PLACE | | $625,000.00 | $415,000.00 | $380,000.00 | $410,000.00 |

*ABOVE TO BE AWARDED PER LOCATION

*BELOW TO BE AWARDED ALL OR NONE

| | | | | | |
|---|---|---|---|---|---|
| COLLEGE LANE S - MOORE CREEK | $250,000.00 | | $375,000.00 | $130,000.00 | $415,000.00 |
| DEMOTOROPLIS RD - I-65 | $275,000.00 | | $375,000.00 | $260,000.00 | $140,000.00 |
| TOTAL | $525,000.00 | | $750,000.00 | $390,000.00 | $555,000.00 |

# SEALED BID

**Do Not Return Via Email or Fax**

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

# CITY OF MOBILE

**Purchasing Department and Package Delivery:**

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

# BID SHEET

**This is Not an Order**

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

Typed by: en Buyer: 002

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

| DATE | BID NO. | DEPARTMENT | Commodities to be deliverd F.O.B. Mobile to: |
|---|---|---|---|
| 07/10/2023 | **5824** | PUBLIC WORKS | As Directed |

**This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, July 28, 2023**

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

## DITCH CLEANING SERVICES

Contractor(s) to clean the following drainage ditches in the City of Mobile. Ditches will consist of 2 types of concrete trapezoidal and earthen ditches.

City wants the work to be completed within 60 days after the issuance of the Purchase Order.

MAP 1
- Green Tree Road South to McPherson Street
- Spring Creek Circle to Demetropolis Road

MAP 2
- Eslava Creek Parkway to McVay Drive North
- Executive Park Drive to Bankhead Place

**THE ABOVE TO BE AWARDED ON A PER LOCATION (DITCH) BASIS**

---

**THE FOLLOWING TO BE AWARDED ALL OR NONE**

MAPS 3, 3A, AND 3B
- College Lane South to Moore Creek
- Demotropolis Road to I-65

Ditches will be cleaned as per the following and attached information.

**A <u>mandatory</u> pre-bid meeting will be held at 9:00 am on Wednesday, July 19, 2023 at the Public Works offices at 1900 Hurtel Street, second floor meeting room.**



TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID CONTINUATION SHEET



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



Bidders must attend the entire meeting.

Failure to attend or to attend the complete meeting will be cause for rejection of your bid.

Vendor will need to provide the following Certificate of Insurance with the following minimum requirements within 24 hours of the request by the City of Mobile.

**Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

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

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

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

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

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

(2) Property damage liability - $100,000 each occurrence.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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



(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

The City is interested in starting the ditch maintenance season as soon as possible, therefore, Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

## BID CONTINUATION SHEET



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



The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5824**.

Here is the link for map images:

**https://maps.cityofmobile.org/bids/5824/index.html**

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, July 28, 2023**, or the **Bid #5823.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Friday, July 28, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

## BID CONTINUATION SHEET



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



Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Any bids delivered after **12:01 P.M., Friday, July 28, 2023** will be returned unopened.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

**For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org**

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

# PRICING

**MAP 1**

Green Tree Road South to McPherson Street $_____

Spring Creek Circle to Demetropolis Road $_____

**MAP 2**

Eslava Creek Parkway to McVay Drive North $_____

Executive Park Drive to Bankhead Place $_____

**THE ABOVE TO BE AWARDED ON A PER LOCATION (DITCH) BASIS**

---

**THE FOLLOWING TO BE AWARDED ALL OR NONE**

**MAPS 3, 3A, AND 3B**

College Lane South to Moore Creek $_____

Demotropolis Road to I-65 $_____

# STORMWATER DRAINAGE DITCH CLEANING

## DESCRIPTION

The City of Mobile (COM) is seeking bids for the cleaning of specified drainage ditches throughout the COM as per the following and attached location map. Contract work will start upon direction of the COM. All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. The ditches are clearly described in the link provided by the COM which includes maps of the ditches.

## 1. DITCH CLEANING

Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. as per the attached typical sections. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable as directed. Disposal of sediment shall be as directed and may include redistributing within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the COM shall be notified.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for damages due to ditch sections due to contractor negligence or improper use of equipment.

The main flow lines of ditches in low areas overrun by vegetation with no clearly established channels shall be cleared by the contractor. A city representative will define the main flow line, as required.

If pipe blockages or beaver dams are found in ditches, Public Services is to be notified. COM will clear any blocked pipes.

## 2. TRASH

All trash and litter (except tires) within the ditch section shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. (ROW STAGING LOCATION TO BE COORDINATED WITH PUBLIC SERVICES)

Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible to a truck and trailer. The COM Public Services Trash Division shall be contacted for removal of the pile.

## 3. VEGETATION REMOVAL

Contractor is responsible for the removal of living and dead vegetation inside the easements of the ditches assigned (see attached cross sections). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by COM. If unsure of the area, there will be a contact at Public Services for clarification.

Overhanging vegetation from ditches that are less than five feet tall shall be cleared, up to at least five feet from the bottom of the ditch. Ditches that are taller than five feet shall be cleared of overhanging vegetation to the top edge of the ditch.

The grass and vegetation shall be mowed to a height of 4" to 6"

The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch.

Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is complete.

In the areas where the slope of an earthen ditch wall is greater than a 1:1 slope, the vegetation will be trimmed by the contractor up to and even with the top of the wall.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches leaves bare exposed ground, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil.

**4. FIELD DOCUMENTATION**

The following documentation will be required to be maintained by the contractor:

1) Photos of the ditches, before and after cleaning.
2) The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
    a. Provide documentation, with each invoice, showing the amount and location of litter removed in that pay period
    b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3) Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify work was conducted down to the water line, and to verify all visible trash was removed. If requested by the contractor, the COM will have an inspector available daily to verify the contractor's work to eliminate additional work by the contractor being required after a ditch's water level lowers.

**5. ACCESS**

The COM guarantees access to each ditch from at least one end, not always both.

While workers are present, contractors are allowed to remove fences to enter ditch areas; fences must be replaced when workers are not present.

**6. TRAFFIC CONTROL**

The COM will not assist with traffic control. Contractor is responsible for the implementation and maintenance of any traffic control. Traffic control methods shall conform with the current MUTCD.

**7. ADDITIONAL REQUIREMENTS**

The COM is interested in starting the ditch maintenance activities as soon as possible, therefore, vendors must be properly qualified to do business with the COM. Vendors shall provide with this bid the following:

- Registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register
- COM Business License Number
- Proof of Registration with the E-Verify Program, Federal and State
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification

The following is required and must be filled in:

Registration Number with Secretary of State Office __
COM of Mobile Business License Number ___
E-Verify Enrollment Number
Insurance Carrier can provide Certificate of Insurance for COM requirements within one (1) day of notification: YES_NO_

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

COM of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided, they have the above required items. A blank copy of the Service Contract is included in this bid package. The blank Contract copy does not have to be filled out or returned with this bid.

A Bid Bond is not required.

**8. SAFETY**

Contractor shall comply with all applicable OSHA and COM of Mobile rules and regulations. Contractor shall provide effective safety training to employees. Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment.

Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties.

The COM has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify COM in the event of a spill.

If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator.

Failure to comply with safety issues may result in contract termination.

Contractor shall notify the COM of Mobile of any incidents reported to them.

**9. PAYMENT**

1. Payment will occur when each awarded ditch listed in the contracted sector is completed (cleaned and cut) as described above by the contractor and inspected by COM Staff.

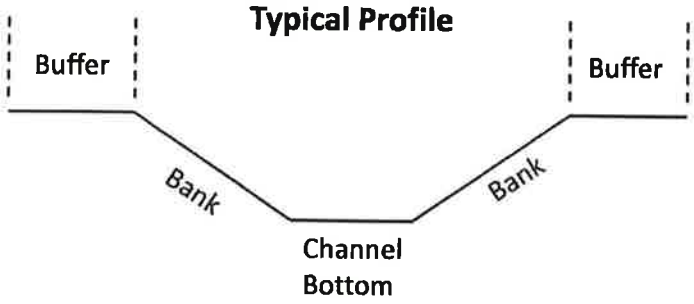
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. The penalty for exceeding the 60-day project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor.
4. If rain disrupts the schedule, weather records must be noted on the submitted schedule to explain any variances in the completion timeline.

The price that is quoted in the bid documents is the price the COM will pay for your services.

**10. PERFORMANCE**

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, the entire contract may be terminated. The COM is the sole determiner of whether the vendor is operating at the capacity required.

# Trapezoidal Ditch Maintenance Standards




***Note:*** *This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.*

## Examples of Typical Existing Conditions

*Note: The below examples do not represent all conditions.*
*Field surveys are required to assess all maintenance required on ditch.*



Buffer Area Encroachments



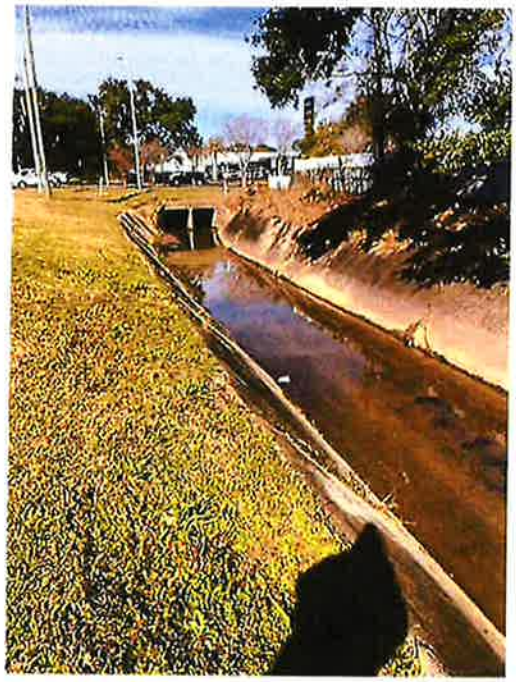
Slope and Bank Obstructions





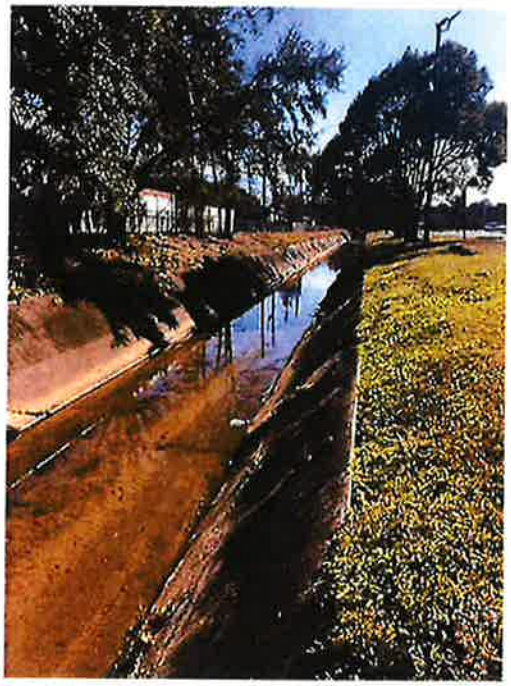
# Trapezoidal Ditch Maintenance Standards

## Expected Condition After Maintenance

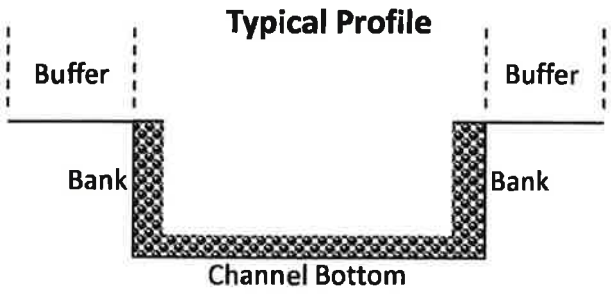








# Gabion Ditch Maintenance Standards

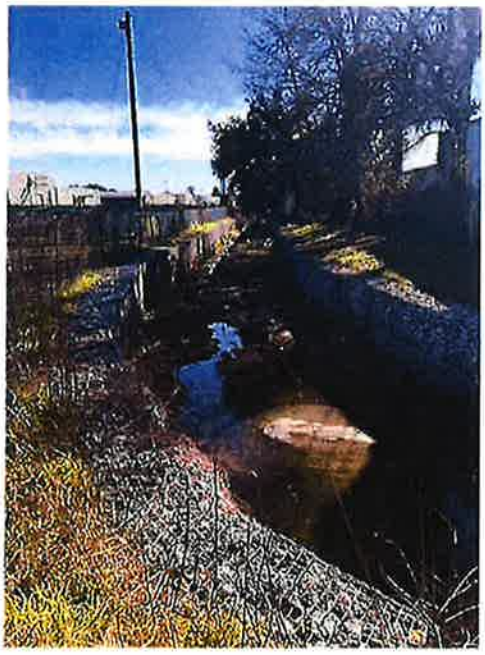



***Note:*** *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

## Examples of Typical Existing Conditions

*Note: The below examples do not represent all conditions.*
*Field surveys are required to assess all maintenance required on ditch.*

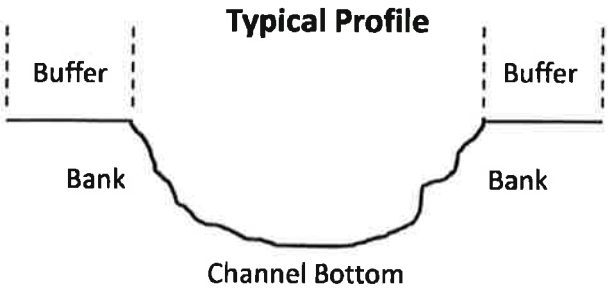




# Gabion Ditch Maintenance Standards

## Expected Condition After Maintenance

# Earthen Ditch Maintenance Standards




***Note:*** *This profile represents a typical earthen ditch. Depth, slope and buffer area varies.*

## Examples of Typical Existing Conditions

*Note: The below examples do not represent all conditions.*
*Field surveys are required to assess all maintenance required on ditch.*





# Earthen Ditch Maintenance Standards

## Expected Condition After Maintenance





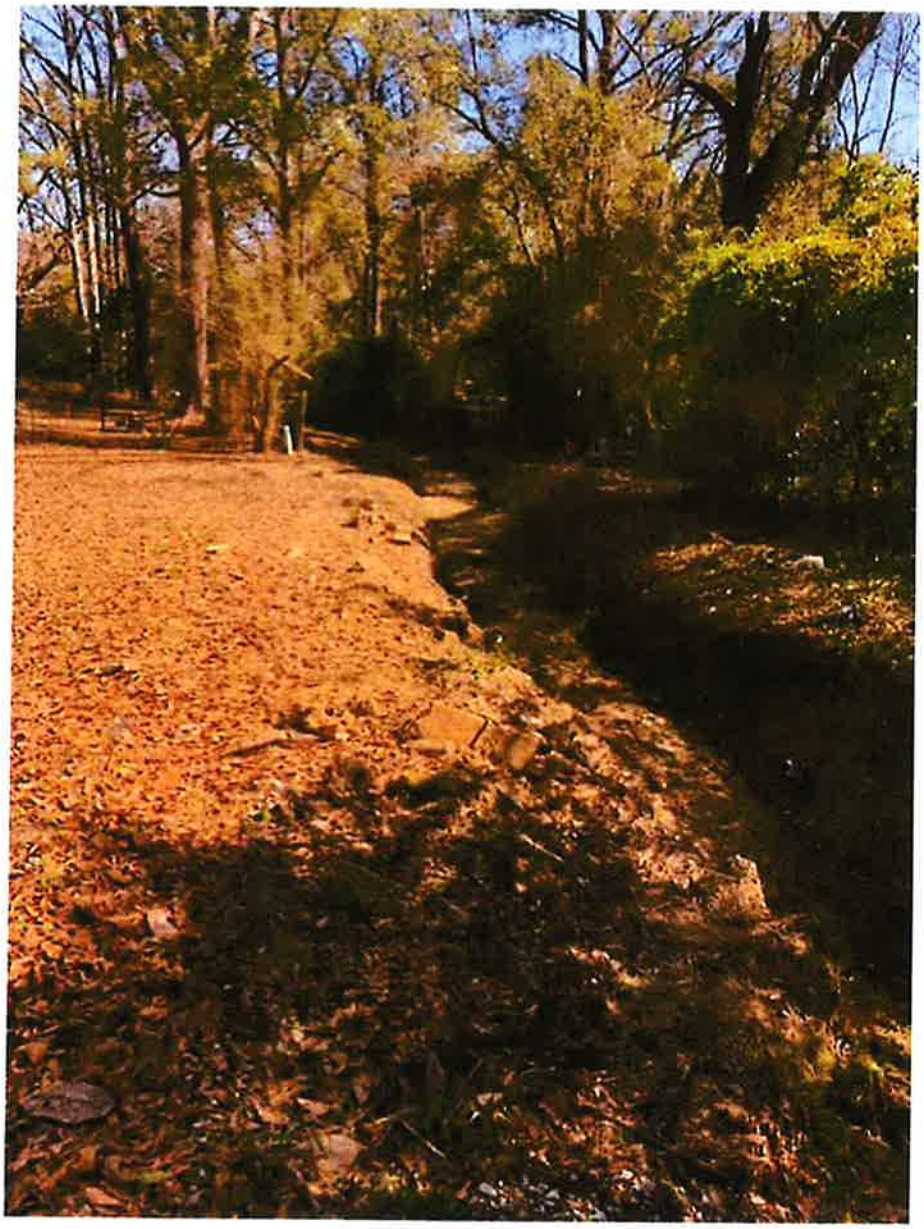


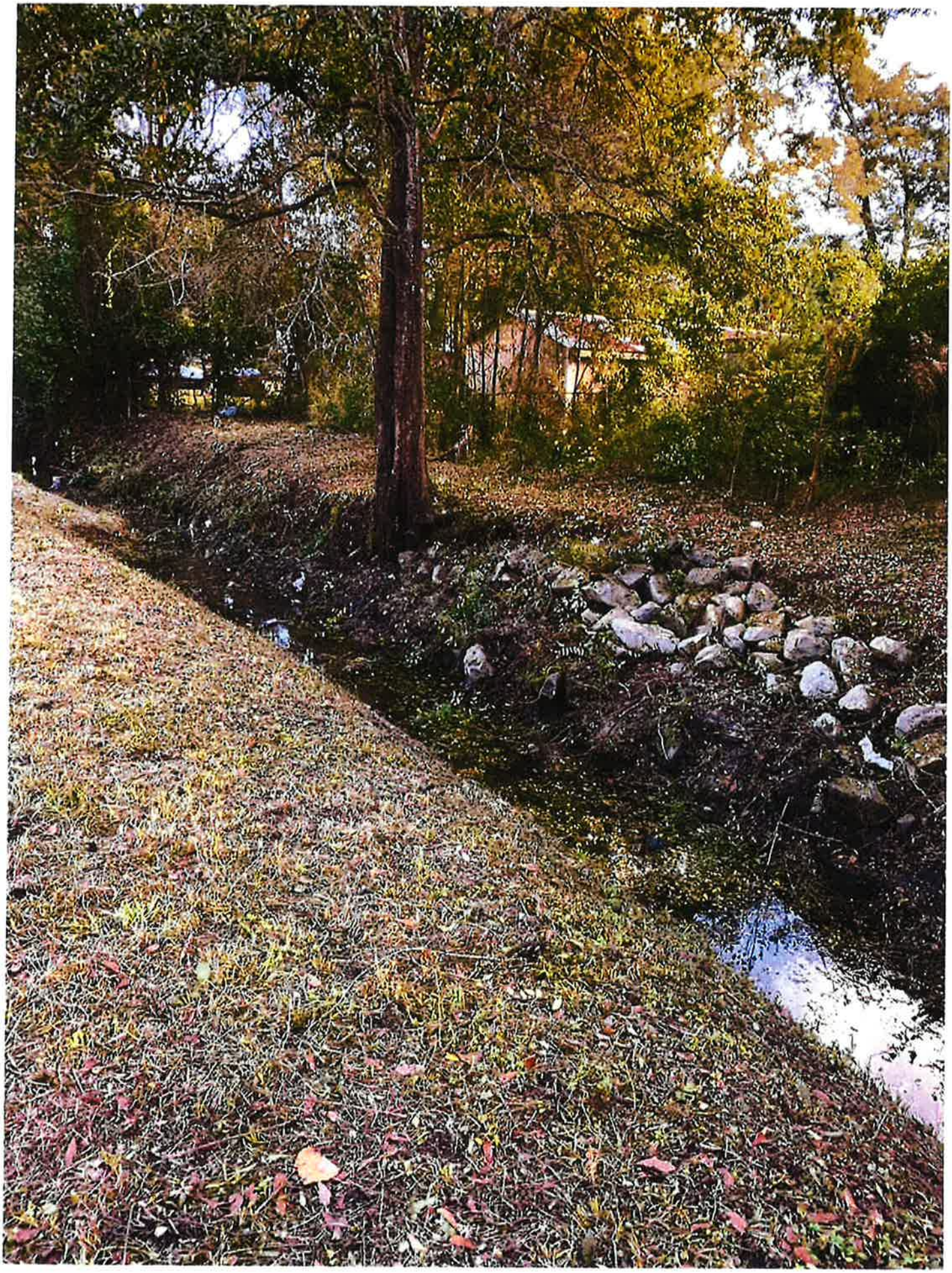




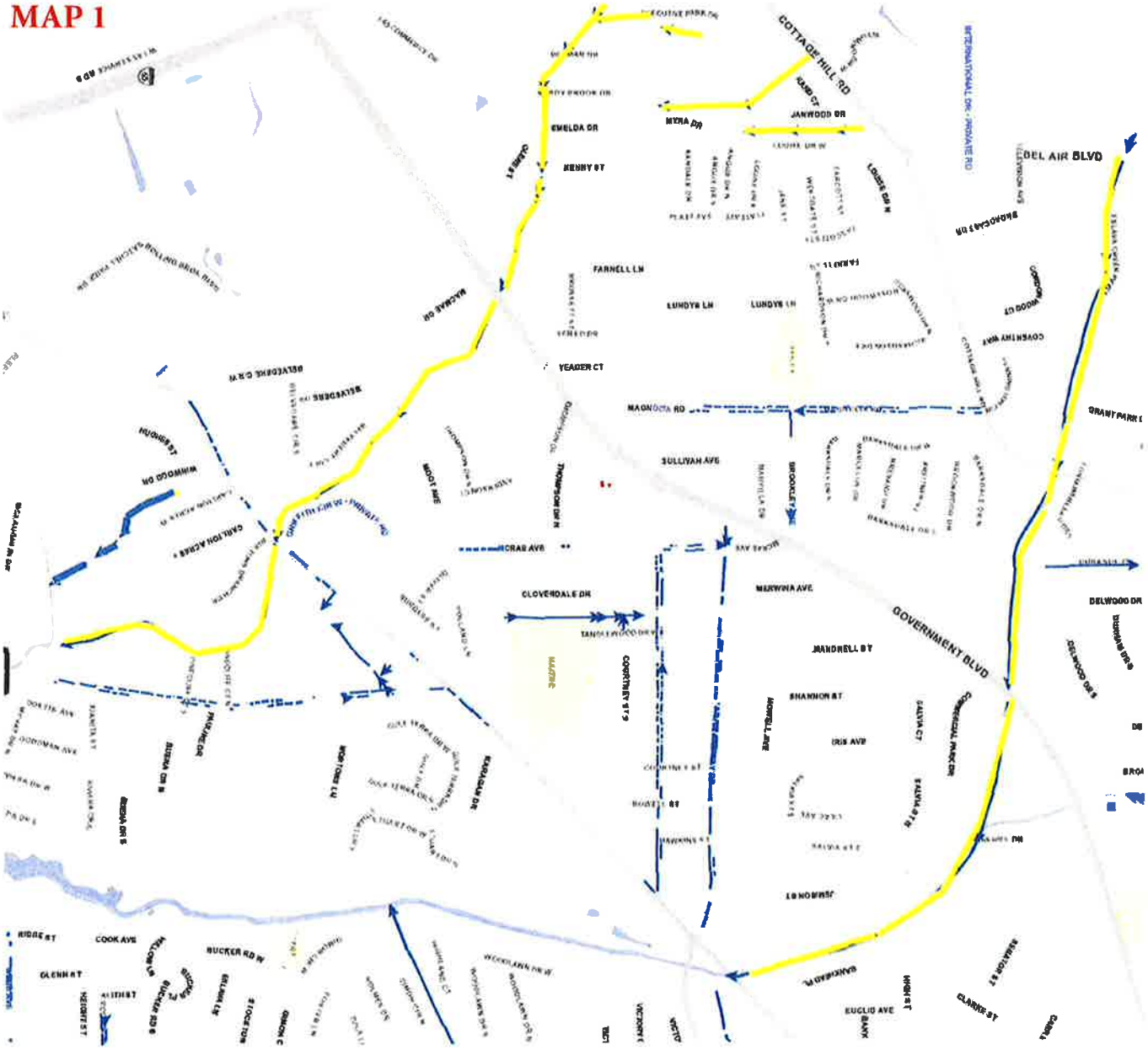








# MAP 1


COTTAGE HILL RD
DEL AIR BLVD
GOVERNMENT BLVD
FARNELL LN
LUNDYS LN
YEADER CT
MAGNOLIA RD
SULLIVAH AVE
CRAB AVE
CLOVERDALE DR
MARWIN AVE
JANDRELL ST
SHANNON ST
IRIS AVE
COOK AVE
BUCKER RD W
GLENN ST
CLARKE ST
EUCLID AVE
DELWOOD DR
GRANT PARK


COTTAGE HILL RD
PLEASANT VALLEY RD
LAKESIDE DR
HILTON DR
MONTLIMAR DR
DOWNTOWNER LOOP S
DOWNTOWNER BLVD
DAVIDSON SCHOOL DR
NEWPORT DR W
VILLAGE GREEN DR
HOLYHEAD

**MAP 2**

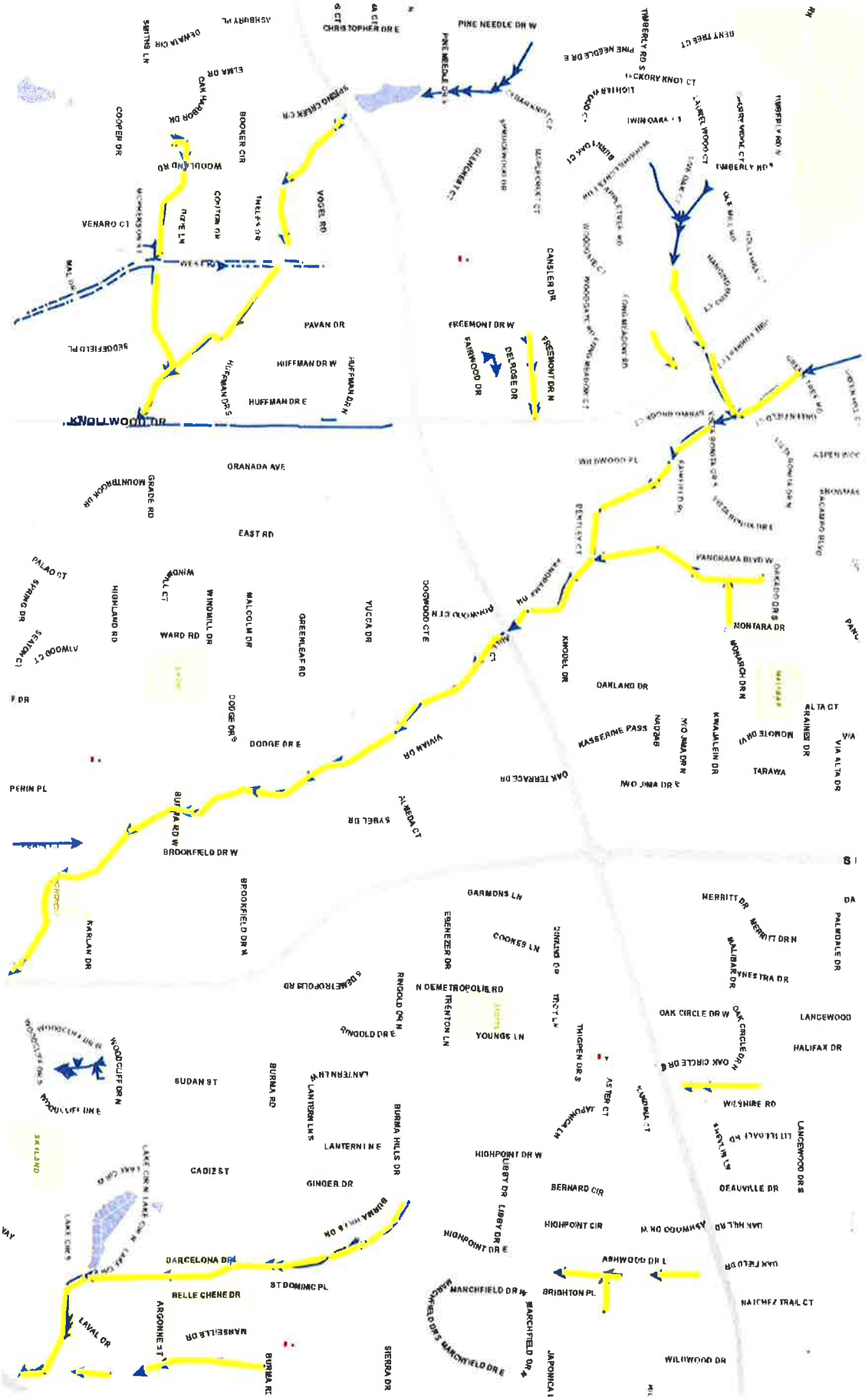



**MAP 3**

# MAP 3A


AZALEA RD
PAGE PKWY
GOVERNMENT BLVD
Horse Lakes Country Club
AZALEA RD
RUE LN

# MAP 3B


PINE NEEDLE DR W
CHRISTOPHER DR E
COOPER DR
BOOKER CIR
WOODLAND RD
VOGEL RD
VENARO CT
PAVAN DR
HUFFMAN DR W
HUFFMAN DR E
FREEMONT DR W
FREEMONT DR N
FAIRWOOD DR
DELROSE DR
CANSLER DR
ORANADA AVE
EAST RD
GRADE RD
MOUNTBROOK DR
PANORAMA BLVD W
MONTARA DR
OAKLAND DR
WARD RD
HIGHLAND RD
WINDMILL DR
MALCOLM DR
GREENLEAF RD
YUCCA DR
DODGE DR E
VIVIAN DR
PERIN PL
BROOKFIELD DR W
BROOKFIELD DR N
ALMEDA CT
SABEL DR
KARLAN DR
GARMONS LN
COOKES LN
EBENEZER DR
N DEMETROPOLIS RD
TRENTON LN
RINGOLD DR N
RINGOLD DR E
YOUNGS LN
MERRITT DR
MERRITT DR N
PALMDALE DR
OAK CIRCLE DR W
OAK CIRCLE DR N
LANGEWOOD
HALIFAX DR
WILSHIRE RD
LANGEWOOD DR S
DEAUVILLE DR
WOODCLIFF DR N
SUDAN ST
BURMA RD
LANTERN LN N
LANTERN LN E
BURMA HILLS DR
GINGER DR
CADIZ ST
HIGHPOINT DR W
HIGHPOINT DR E
HIGHPOINT CIR
BERNARD CIR
LIBBY DR
ASHWOOD DR W
ASHWOOD DR E
OAK HILL RD
OAK FIELD DR
NATCHEZ TRAIL CT
WILDWOOD DR
BARCELONA DR
ST DOMINIC PL
BELLE CHENE DR
MARSEILLE DR
ARGONNE ST
LAVAL DR
SIERRA DR
MARCHFIELD DR W
MARCHFIELD DR E
BRIGHTON PL
JAPONICA LN
ASTER CT
TIMBERLY RD S
TIMBERLY RD N
LAUREL WOOD CT
IVY OAK CT
HICKORY KNOLL CT
LIGHTER WOOD CT
BENT TREE CT
PINE NEEDLE DR E
WILDWOOD PL
ASPEN RIDGE
BROMWAY
BALMORAL BLVD
PANORAMA BLVD E
BENTLEY CT
KNOBEL DR
OAK TERRACE DR
KASSERINE PASS
NADAB
KRAJALEIN DR
MONARCH DR N
MONROE DR W
ALTA CT
ARAINER DR
VIA ALTA DR
TARAWA
IWO JIMA DR E
IWO JIMA DR N
OAKWOOD CT E
OAKWOOD CT W
SENIOR CT
SPRING DR
PALAO CT
WINDMILL CT
DODGE DR
F DR
SKYLAND
LAKE CIR N
LAKE CIR E
LAKE CIR S
WAY

# PROCUREMENT DEPARTMENT

**Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.**

**This is a sealed bid. Any responses faxed or e-mailed will be rejected.**

**This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.**

**Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.**

**It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.**

**Be sure to read the Terms and Conditions.**
**All bids are F.O.B. destination unless otherwise stated.**

**Be sure to sign your bid!**

**Package/Bid Delivery Address:**
**Purchasing Department**
**205 Government St. Room S408**
**Mobile, AL 36644**

**(Request First Delivery)**

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2024 Chevrolet Tahoe PPV SUV for Animal Services.
Motor Pool expense

**Amount of Contract:**

$50,357.04

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20240102 Donohoo Agenda Package POs | Cover Memo | 1/2/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:45 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 3016 | 2024 | (F7000) MOTOR POOL | 2024 CHEVROLET TAHOE PPV SUV FOR ANIMAL SERVICES (SEALED BID 5840, NEGOTIATED PRICE W/VENDOR) | $50,357.04 | (293039) DONOHOO CHEVROLET LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00003016-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/14/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | LARGE SIZE POLICE PACKAGE,<br>UPFITTED READY FOR USE SUV FOR<br>ANIMAL SHELTER AS SPECIFIED:<br>WHITE IN COLOR, SPOT LIGHT, POLICE<br>WIRING, FRONT SEAT 40/20/40<br>SLIT-BENCH WITH 20% DELETE<br>VEHICLE TO INCLUDE THE FOLLOWING :<br>6C7 DOME LIGHT 6J3 WIRING 6J4<br>WIRING WHELEN AGNES SPOTLIGHT<br>DELIVERY TO THE CITY OF MOBILE<br>Additional Description Notes<br>---<br>LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED:<br><br>WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH<br>WITH 20% DELETE. REQUESTED BY ANIMAL SHELTER<br><br>1 7000.40.20.0000.0000.2070.0000.0000.47120.<br>E MP01546 .VEHICLEEXP. . | 1.00<br>EACH | 49106.00000 | 49106.00<br><br><br>

| Bill To | Requisition 00003016-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/14/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | MOBILE, AL 36604 | | | |
| 002 | KEYS VEDNOR TO PROVIDE 2 SETS OF KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY | 2.00 EACH | 274.52000 | 549.04 |
| | 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01546 .VEHICLEEXP. . | | | 549.04 |
| | Ship To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE | | | |
| | Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 003 | DELIVERY TO THE CITY OF MOBILE 351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE | 1.00 EACH | 702.00000 | 702.00 |
| | 1 7000.40.20.0000.0000.2070.0000.0000.47120. | | | |

| Bill To | Requisition 00003016-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>7000.40.20.0000.0000.2070.0000.0000.47120.<br>Review:<br>Buyer:<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC<br>1000 GREENHILL BLVD NW<br><br>FORT PAYNE, AL 35967<br><br>Tel#256-273-4862<br>Fax 256-845-6974 | MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.ORG<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/14/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| E | MP01546 .VEHICLEEXP. . | | | 702.00 |

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 50357.04

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E MP01546 .VEHICLEEXP. . | 50357.04 | 11388.22 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 7000.40.20.0000.0000.2070.0000.0000.47120. | 50357.04 | 20846809.26 |

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 12/15/23 | CHARLES SUMRALL | Approve Spec |
| Approved | 01/02/24 | SHONNDA SMITH | Auto approved by: 910518527 |

| Bill To | Requisition 00003016-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 7000.40.20.0000.0000.2070.0000.0000.47120. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 4 |

| Vendor | Ship To |
|---|---|
| DONOHOO CHEVROLET LLC | MUNICIPAL GARAGE |
| 1000 GREENHILL BLVD NW | 770 GAYLE STREET |
| | MOBILE, AL 36604 |
| FORT PAYNE, AL 35967 | AGEET@CITYOFMOBILE.ORG |
| Tel#256-273-4862 | Delivery Reference |
| Fax 256-845-6974 | TRAVESIA AGEE |
| | Deliver To |
| | MUNICIPAL GARAGE |
| | 770 GAYLE STREET |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/14/23 | 293039 | | | | MOTOR POOL |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 01/02/24 | JAMES DELAPP | | | |
| | Approved | 01/02/24 | CHERI BOUCHER | | Auto approved by: 910518527 | |
| | Approved | 01/02/24 | CASI CALLAWAY | | Auto approved by: 910518527 | |
| | Approved | 01/02/24 | DONALD ROSE | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | SANDRA LEWIS | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | STEVEN KRONINGER | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | SAMANTHA COOLEY | | Auto approved by: 9105paij | |
| | Approved | 01/02/24 | JOHN PAINE | | | |
| | Approved | 01/02/24 | MICHAEL SPAFFORD | | Auto approved by: 9105paij | |

Authorized By: _____ Date: _____
Signature

# SEALED BID

**Do Not Return Via Email or Fax**

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

# CITY OF MOBILE

**Purchasing Department and Package Delivery:**

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

# BID SHEET

**This is Not an Order**

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

Typed by: en Buyer: 002

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

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

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

| QUANTITY | ARTICLES | UNIT | UNIT PRICE | | EXTENSION | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

## POLICE PACKAGE TAHOES

**Appx 50-55**

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

Price per unit delivered FOB Mobile: $_____

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

Price per unit delivered FOB Mobile to Price adjustment:

_____%

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



TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID CONTINUATION SHEET



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



Vendor must have:

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

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

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

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

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet thisrequirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

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

**TO BE AWARDED ALL OR NONE**

| | | | | TOTAL | | | |
|---|---|---|---|---|---|---|---|

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

# PROCUREMENT DEPARTMENT

**Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.**

**This is a sealed bid. Any responses faxed or e-mailed will be rejected.**

**This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.**

**Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.**

**It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.**

**Be sure to read the Terms and Conditions.**
**All bids are F.O.B. destination unless otherwise stated.**

**Be sure to sign your bid!**

**Package/Bid Delivery Address:**
**Purchasing Department**
**205 Government St. Room S408**
**Mobile, AL 36644**

**(Request First Delivery)**

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to ProtecVideo LLC for annual renewal of telementry software and cloud storage services for MPD Cyber.
American Rescue Plan expense

**Amount of Contract:**

$210,415.00

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20240104 Protec Agenda Package POs | Cover Memo | 1/4/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:45 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisitions | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 3376, 3378, 3380 | 2024 | (1545) POLICE CYBER DIVISION | ANNUAL RENEWAL OF TELEMETRY SOFTWARE AND CLOUD STORAGE SERVICES FOR MPD CYBER (EXEMPT FROM BID AS SOFTWARE) | $210,415.00 | (294102) PROTECVIDEO LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00003376-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5028.10.00.0000.0000.0000.0000.0000.44010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG<br><br>Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes<br>---<br><br>AS PER INVOICE #7417<br>RENEWAL OF EXISTING LAW ENFORCEMENT SENSITIVE DATA AND SOFTWARE.<br><br>NO SUBSTITUTIONS - MUST BE THIS VENDOR TO INCLUDE EXISTING DATA, SERVICES, AND CONNECTIONS PRESENTLY STORED AND INSTALLED. THIS IS THE ANNUAL RENEWAL. LAW ENFORCEMENT SENSITIVE INFORMATION PER KEVIN LEVY. | | | |
| 001 | LICENSE FOR SOFTWARE AS SPECIFIED:<br>Additional Description Notes<br>---<br><br>SERVICE: SRV001<br>CONTRACT SERVICE: SUBSCRIPTION SERVICE LICENSING (SOFTWARE/ACCESS)<br>Vendor Item<br>Inventory Item/Loc 1723 | 27.00<br>EACH | 1425.00000 | 38475.00 |
| 1 | 5028.10.00.0000.0000.0000.0000.0000.44010.<br>E G-ARPCVIP .OPERSUPPLS. . | | | 38475.00 |
| | Ship To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602<br><br>Deliver To<br>GULF COAST TECHNOLOGY CENTER | | | |

| Bill To | Requisition 00003376-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5028.10.00.0000.0000.0000.0000.0000.44010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG<br><br>Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | 455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602 | | | |

Requisition Link

Requisition Total 38475.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E G-ARPCVIP .OPERSUPPLS. . | 38475.00 | 672597.59 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 5028.10.00.0000.0000.0000.0000.0000.44010. | 38475.00 | |

ARP GRANT EXP OFFICE SUPPLIES

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Unknown | 01/02/24 | LAPORTSIA NETTLES | |
| Approved | 01/02/24 | DONNA BRYARS | Auto approved by: 910520251 |
| Approved | 01/02/24 | TRAVIS MARSHALL | Auto approved by: 910520251 |
| Approved | 01/02/24 | CODY SCOTT | Auto approved by: 910520251 |
| Approved | 01/02/24 | NEJIBA BEN GHORBAL | Auto approved by: 910520251 |
| Approved | 01/02/24 | LAPORTSIA NETTLES | |
| Approved | 01/02/24 | RANDY THREADGILL | Auto approved by: 910520251 |
| Approved | 01/02/24 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 01/02/24 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 01/02/24 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 01/02/24 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 01/02/24 | JOHN PAINE | Auto approved by: 9105fola |
| Approved | 01/02/24 | MICHAEL SPAFFORD | Auto approved by: 9105fola |

| Bill To | Requisition 00003376-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5028.10.00.0000.0000.0000.0000.0000.44010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG |
| | Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Approved 01/02/24 ANNE FOLEY | | | |

Authorized By: _____ Date: _____
Signature

| Bill To | Requisition 00003378-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 5028.10.00.0000.0000.0000.0000.0000.44010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC | GULF COAST TECHNOLOGY CENTER |
| P O BOX 7641 | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |
| SPANISH FORT, AL 36577 | KEVIN.LEVY@CITYOFMOBILE.ORG |
| Tel#251-610-6802 | |
| | Deliver To |
| | GULF COAST TECHNOLOGY CENTER |
| | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | AS PER INVOICE #7416<br>RENEWAL OF EXISTING LAW ENFORCEMENT SENSITIVE DATA AND SOFTWARE.<br><br>NO SUBSTITUTIONS - MUST BE THIS VENDOR TO INCLUDE EXISTING DATA, SERVICES, AND CONNECTIONS PRESENTLY STORED AND INSTALLED. THIS IS THE ANNUAL RENEWAL. LAW ENFORCEMENT SENSITIVE INFORMATION PER KEVIN LEVY. | | | |
| 001 | LICENSE FOR SOFTWARE AS SPECIFIED:<br>Additional Description Notes | 124.00<br>EACH | 1100.00000 | 136400.00 |
| | Service: SRV001<br>Contract Service: PTV Traditional License Renewal (Software/Access)<br>Vendor Item<br>Inventory Item/Loc 1723 | | | |
| 1 | 5028.10.00.0000.0000.0000.0000.0000.44010.<br>E G-ARPCVIP .OPERSUPPLS. . | | | 136400.00 |

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

Deliver To
GULF COAST TECHNOLOGY CENTER

| Bill To | Requisition 00003378-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5028.10.00.0000.0000.0000.0000.0000.44010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG<br><br>Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | 455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602 | | | |

Requisition Link

Requisition Total 136400.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E G-ARPCVIP .OPERSUPPLS. . | 136400.00 | 672597.59 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 5028.10.00.0000.0000.0000.0000.0000.44010. | 136400.00 | |

ARP GRANT EXP OFFICE SUPPLIES

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Unknown | 01/02/24 | LAPORTSIA NETTLES | |
| Approved | 01/02/24 | DONNA BRYARS | Auto approved by: 910520251 |
| Approved | 01/02/24 | TRAVIS MARSHALL | Auto approved by: 910520251 |
| Approved | 01/02/24 | CODY SCOTT | Auto approved by: 910520251 |
| Approved | 01/02/24 | NEJIBA BEN GHORBAL | Auto approved by: 910520251 |
| Approved | 01/02/24 | LAPORTSIA NETTLES | |
| Approved | 01/02/24 | RANDY THREADGILL | Auto approved by: 910520251 |
| Approved | 01/02/24 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 01/02/24 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 01/02/24 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 01/02/24 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 01/02/24 | JOHN PAINE | Auto approved by: 9105fola |
| Approved | 01/02/24 | MICHAEL SPAFFORD | Auto approved by: 9105fola |

| Bill To | Requisition 00003378-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5028.10.00.0000.0000.0000.0000.0000.44010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG |
| | Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Approved 01/02/24 ANNE FOLEY | | | |

Authorized By: _____ Date: _____
Signature

| Bill To | Requisition 00003380-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5028.10.00.0000.0000.0000.0000.0000.44010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG |
| | Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes<br>---<br><br>AS PER INVOICE #7418.<br>RENEWAL OF EXISTING LAW ENFORCEMENT SENSITIVE DATA AND SOFTWARE.<br><br>NO SUBSTITUTIONS - MUST BE THIS VENDOR TO INCLUDE EXISTING DATA, SERVICES, AND CONNECTIONS PRESENTLY STORED AND INSTALLED. THIS IS THE ANNUAL RENEWAL. LAW ENFORCEMENT SENSITIVE INFORMATION PER KEVIN LEVY. | | | |
| 001 | LICENSE FOR SOFTWARE AS SPECIFIED:<br>Additional Description Notes<br>---<br><br>Service: SRV001<br>Contract Service: Contract Service: Subscription Service Licensing (software/access)<br>Vendor Item<br>Inventory Item/Loc 1723 | 151.00<br>EACH | 140.00000 | 21140.00 |
| | 1 5028.10.00.0000.0000.0000.0000.0000.44010.<br>E G-ARPCVIP .OPERSUPPLS. . | | | 21140.00 |

| Bill To | Requisition 00003380-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 5028.10.00.0000.0000.0000.0000.0000.44010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC | GULF COAST TECHNOLOGY CENTER |
| P O BOX 7641 | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |
| SPANISH FORT, AL 36577 | KEVIN.LEVY@CITYOFMOBILE.ORG |
| Tel#251-610-6802 | |
| | Deliver To |
| | GULF COAST TECHNOLOGY CENTER |
| | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Ship To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602 | | | |
| | Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602 | | | |
| 002 | LICENSE FOR SOFTWARE AS SPECIFIED:<br>Additional Description Notes<br>---<br>Service: SRV001<br>Contract Service: Cloud storage for remote telemetry<br>Vendor Item<br>Inventory Item/Loc 1723 | 9.00<br>EACH | 450.00000 | 4050.00 |
| | 1 5028.10.00.0000.0000.0000.0000.0000.44010.<br>E G-ARPCVIP .OPERSUPPLS. . | | | 4050.00 |

| Bill To | Requisition 00003380-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 5028.10.00.0000.0000.0000.0000.0000.44010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC | GULF COAST TECHNOLOGY CENTER |
| P O BOX 7641 | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |
| SPANISH FORT, AL 36577 | KEVIN.LEVY@CITYOFMOBILE.ORG |
| Tel#251-610-6802 | |
| | Deliver To |
| | GULF COAST TECHNOLOGY CENTER |
| | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Ship To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602 | | | |
| | Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602 | | | |
| 003 | LICENSE FOR SOFTWARE AS SPECIFIED:<br>Additional Description Notes<br>---<br>Service: SRV001<br>Contract Service: Direct Compliance Archive<br>Vendor Item<br>Inventory Item/Loc 1723 | 9.00<br>EACH | 1150.00000 | 10350.00 |
| | 1 5028.10.00.0000.0000.0000.0000.0000.44010.<br>E G-ARPCVIP .OPERSUPPLS. . | | | 10350.00 |

| Bill To | Requisition 00003380-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>5028.10.00.0000.0000.0000.0000.0000.44010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 4 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC<br>P O BOX 7641<br><br>SPANISH FORT, AL 36577<br><br>Tel#251-610-6802 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG<br><br>Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Ship To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602<br><br>Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602 | | | |
| Requisition Link | | | | |
| | Requisition Total | | | 35540.00 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E G-ARPCVIP .OPERSUPPLS. . | 35540.00 | 672597.59 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 5028.10.00.0000.0000.0000.0000.0000.44010. | 35540.00 | |
| ARP GRANT EXP OFFICE SUPPLIES | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Unknown | 12/29/23 | LAPORTSIA NETTLES | |
| Unknown | 01/02/24 | LAPORTSIA NETTLES | |
| Approved | 01/02/24 | DONNA BRYARS | Auto approved by: 910520251 |
| Approved | 01/02/24 | TRAVIS MARSHALL | Auto approved by: 910520251 |
| Approved | 01/02/24 | CODY SCOTT | Auto approved by: 910520251 |

| Bill To | Requisition 00003380-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 5028.10.00.0000.0000.0000.0000.0000.44010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 5 |

| Vendor | Ship To |
|---|---|
| PROTECVIDEO LLC | GULF COAST TECHNOLOGY CENTER |
| P O BOX 7641 | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |
| SPANISH FORT, AL 36577 | KEVIN.LEVY@CITYOFMOBILE.ORG |
| Tel#251-610-6802 | |
| | Deliver To |
| | GULF COAST TECHNOLOGY CENTER |
| | 455 ST LOUIS ST. SUITE 2300 |
| | MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 294102 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|
| | Approved 01/02/24 | NEJIBA BEN GHORBAL | | Auto approved by: 910520251 | |
| | Approved 01/02/24 | LAPORTSIA NETTLES | | | |
| | Approved 01/02/24 | RANDY THREADGILL | | Auto approved by: 910520251 | |
| | Approved 01/02/24 | DONALD ROSE | | Auto approved by: 9105fola | |
| | Approved 01/02/24 | SANDRA LEWIS | | Auto approved by: 9105fola | |
| | Approved 01/02/24 | STEVEN KRONINGER | | Auto approved by: 9105fola | |
| | Approved 01/02/24 | SAMANTHA COOLEY | | Auto approved by: 9105fola | |
| | Approved 01/02/24 | JOHN PAINE | | Auto approved by: 9105fola | |
| | Approved 01/02/24 | MICHAEL SPAFFORD | | Auto approved by: 9105fola | |
| | Approved 01/02/24 | ANNE FOLEY | | | |

Authorized By: _____ Date: _____
Signature

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S .Stimpson

**Purpose and Scope of Project:**

To approve issuance of purchase order to STONS, Inc for annual renewal of Monday.com work management software for MPD Cyber.
General fund.

**Amount of Contract:**

$52,668.00

**Funding Source**

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 20240103 Stons Agenda Package POs | Cover Memo | 1/3/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:46 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

| Requisition | Fiscal Year | Department | Description | Amount | Vendor |
|---|---|---|---|---|---|
| 3358 | 2024 | (1545) POLICE CYBER DIVISION | ANNUAL RENEWAL OF MONDAY.COM WORK MANAGEMENT SOFTWARE FOR MPD CYBER (EXEMPT FROM BID AS SOFTWARE) | $52,668.00 | (297526) STONS INC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00003358-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1530.1545.1530.0000.0000.42140.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| STONS INC<br>2035 LINCOLN HIGHWAY<br>SUITE 1010<br><br>EDISON, NJ 08817<br><br>Tel#6468755499 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG |
| | Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 297526 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes<br>---<br><br>AS PER QUOTE GSA #GS35F153GA.<br><br>RENEWAL OF EXISTING SOFTWARE<br>(YEAR 3). | | | |
| 001 | LICENSE FOR SOFTWARE AS<br>SPECIFIED:<br>Additional Description Notes<br>---<br>Monday.com ent seats (YEAR 3) Dec 25 2023-Dec 24 2024<br>QTY: 140<br>COST EACH: $376.20<br><br>1 Customer success plan Gold Package<br>Cost: Included<br>Vendor Item<br>Inventory Item/Loc 1723 | 140.00<br>EACH | 376.20000 | 52668.00 |
| | 1 1000.30.15.1530.1545.1530.0000.0000.42140. | | | 52668.00 |
| | Ship To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br>MOBILE, AL 36602<br><br>Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300 | | | |

| Bill To | Requisition 00003358-00 FY 2024 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1530.1545.1530.0000.0000.42140.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| STONS INC<br>2035 LINCOLN HIGHWAY<br>SUITE 1010<br><br>EDISON, NJ 08817<br><br>Tel#6468755499 | GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602<br>KEVIN.LEVY@CITYOFMOBILE.ORG |
| | Deliver To<br>GULF COAST TECHNOLOGY CENTER<br>455 ST LOUIS ST. SUITE 2300<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 12/28/23 | 297526 | | | | POLICE CYBER DIVISION |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | MOBILE, AL 36602 | | | |

Requisition Link

Requisition Total 52668.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.30.15.1530.1545.1530.0000.0000.42140. | 52668.00 | 13002581.76 |
| POLICE CYBER DIVISION EXP MISCELLANEOUS SERVICES | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 01/02/24 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 01/02/24 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 01/02/24 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 01/02/24 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 01/02/24 | JOHN PAINE | Auto approved by: 9105fola |
| Approved | 01/02/24 | MICHAEL SPAFFORD | Auto approved by: 9105fola |
| Approved | 01/02/24 | ANNE FOLEY | |

Authorized By: _____ Date: _____
Signature

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Join Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

To approve a three year contract with Yamaha Golf Car Company for rental of golf cars for Azalea City Golf Course.

Azalea City Golf Course expense

**Amount of Contract:**

NTE $275,000

**Effective Date of Contract:**

1/1/2024

**Funding Source**

**Project #** **Discretionary Funds**

**Project String** 61306130 50020 **Contract Number:**

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

**Grant Funds** **Matching Funds**

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| 2023 Agenda Package Azalea Golf Carts | Cover Memo | 12/28/2023 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Budget | Sapp, Celia | Approved | 12/28/2023 - 11:57 AM<br>1/4/2024 - 2:55 |

| | | | |
|---|---|---|---|
| Legal | Kern, Chris | Approved | PM |
| Legal | Kern, Chris | Approved | 1/4/2024 - 2:56 PM |
| Mayors Office | Montgomery, Brandi | Approved | 1/4/2024 - 2:58 PM |

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

# **R E S O L U T I O N**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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 Yamaha Golf Car Company, in an amount not to exceed $275,000, for three years for golf car rental services for the Azalea City Golf Course, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Service Contracts over $30,000, subject to Ala. §41-16-50 *et seq.* (1975)

**City of Mobile**
**Golf Car Rentals for Azalea City Golf Course**

**AGREEMENT**

THIS AGREEMENT made and entered into this ___ day of _____., 20_, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Yamaha Golf-Car Company (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

**ARTICLE 1.** **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. To the extent any term in Exhibit A is inconsistent with a provision of this agreement the provision of this agreement shall govern.

Lease to The City of Mobile Yamaha Golf Carts for use at the Azalea City Gulf Course for a 3 year (36 month) period.

**ARTICLE 2.** **Insurance:** For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

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

i) Bodily injury liability: $250,000 each person; $500,000 each occurrence

ii) Property damage liability - $100,000 each occurrence.

iii) Or, in lieu of (i) and (ii) above: Bodily injury and property damage combined -$500,000 per occurrence.

b Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.
   i) Bodily injury liability:$250,000 each person; $500,000 each occurrence
   ii) Property damage liability - $100,000 each occurrence.
   iii) Or, in lieu of (i) and (ii) above: Bodily injury and property damage combined -$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance: Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

**ARTICLE 3. Breach of Contract:** In the event of any breach or apparent breach by either Party of any of its obligations under the terms of this Agreement, the other Party has the right to terminate the Agreement and if in the case of Provider breaching, the City shall pay only for work successfully performed.

**ARTICLE 4. Indemnification:** Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's

costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

**ARTICLE 5. Entire Agreement:** This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 6. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

**ARTICLE** 7. **Licenses, permits, etc.:** Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

**ARTICLE 8. No Agency Relationship Created:** Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

**ARTICLE 9. Nondiscrimination:** Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to

socially and economically disadvantaged individuals and business entities.

**ARTICLE 10. Method of Payment:** Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. 0. Box 389, Mobile, AL. 36601

**ARTICLE 11. Termination of Contract:** Either Party may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the attention of the legal department at the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower - Room 408S, 205 Government Street, Mobile, AL 36602, or P. 0. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

**ARTICLE 12. Assertion of Rights:** Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 13. Notices:** Notice for the City shall be mailed to:

Purchasing Agent City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. 0. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Legal Department
Yamaha Golf-Car Company
1270 Chastain Road
Kennesaw, GA 30144

**ARTICLE 14. Compliance with Alabama Immigration Law**

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

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

**ARTICLE 15. Boycott**

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

**ARTICLE 16. Signatures:**

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, Yamaha Golf Car Company

Jeff Jungers ,Its District Sales Manager (title)

11/22/23 Date

State of GA

Cobb County

I, Charlene B. Seymour a Notary public in and for said County, in said State, hereby certify that Jeff Jungers ,whose name as District Sales Manager of Yamaha Golf Car Company, a corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as District Sales Manager (corporate title) as aforesaid. Given under my hand this the 22nd day of Dec., 2023

CHARLENE B. SEYMOUR NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA April 20, 2025

Charlene B. Seymour
Notary Public

My Commission expires on: April 20, 2025

CITY OF MOBILE,

William S. Stimpson, Mayor Date

ATTEST:

City Clerk Date

YAMAHA
FINANCIAL SERVICES

**Yamaha Motor Finance Corporation, U.S.A.**
6555 Katella Avenue
Cypress, CA 90630
Phone: (800) 551-2994 Fax (714) 761-7363

November 16, 2023

CITY OF MOBILE
1000 GAILLARD DR.
MOBILE, AL 36608

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 80-DR2E AC GOLF CARS. The documents enclosed in the package include the following:

Equipment Schedule # 217359
Request for Insurance
Certificate of Acceptance
Invoice For First Payment

OTHER

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Lisa Ibarra

Yamaha Motor Finance Corporation

YAMAHA
FINANCIAL SERVICES

# EQUIPMENT SCHEDULE

EQUIPMENT SCHEDULE # 217359
Dated: November 16, 2023

1. This Schedule covers the following property ("Equipment"):
   **80-DR2E AC GOLF CARS**

2. Location of Equipment:
   **AZALEA CITY GOLF COURSE**
   **1000 GAILLARD DRIVE**
   **MOBILE, AL 36608**

3. The initial Term shall be **36** months from the date of delivery of the equipment under section 4 of the Lease.

4. The Lease Terms for the Equipment described herein shall commence upon the date of delivery of the equipment to lessee (the "Commencement") and shall be for the Term provided herein. Lessee shall make payments at the times and the amounts as follows:

| Term | Payment | Frequency of Payment | Approval Expiration Date |
|---|---|---|---|
| 36 | $7,280.00 | Monthly | April 1, 2024 |

Payment Date:
If your date of delivery is on or between the 2nd and the 14th day of a calendar month, then your payment date will be the 15th of the month. If your date of delivery is on or between the 15th and the last day of a calendar month, then your payment date will be the 1st of the following month. This document is valid and effective from **February 1, 2024** until **April 1, 2024**.

5. Other Terms:
Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated December 20, 2017 between parties (the "Lease").
Yamaha Motor Corporation, U.S.A., Lessor and its subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of the executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of tis Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones baring the manually executed signature of Lessor. The Lessee, by making any payment required under this lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All of the terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part of hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule, and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

By: _____
Signature of Authorized Signer

Name: _____
Print Name

Title: _____

**LESSEE: CITY OF MOBILE**

By: _____
Signature of Authorized Signer

Name: _____
Print Name

Title: _____

YAMAHA
FINANCIAL SERVICES

# AMORTIZATION SCHEDULE FOR MUNICIPALITY
# MUNICIPAL LEASE AGREEMENT
# LESSEE : AZALEA CITY GOLF COURSE
# EQUIPMENT SCHEDULE # 217359

**AZALEA CITY GOLF COURSE** **Initialed By** _____

Yield:6.280%

| Mon # | Due Date | Payment | Interest |
|---|---|---|---|
| 1 | 02/01/2024 | 7,280.00 | 2,323.24 |
| 2 | 03/01/2024 | 7,280.00 | 2,298.26 |
| 3 | 04/01/2024 | 7,280.00 | 2,273.15 |
| 4 | 05/01/2024 | 7,280.00 | 2,247.91 |
| 5 | 06/01/2024 | 7,280.00 | 2,222.55 |
| 6 | 07/01/2024 | 7,280.00 | 2,197.07 |
| 7 | 08/01/2024 | 7,280.00 | 2,171.45 |
| 8 | 09/01/2024 | 7,280.00 | 2,145.70 |
| 9 | 10/01/2024 | 7,280.00 | 2,119.83 |
| 10 | 11/01/2024 | 7,280.00 | 2,093.82 |
| 11 | 12/01/2024 | 7,280.00 | 2,067.68 |
| 12 | 01/01/2025 | 7,280.00 | 2,041.41 |
| 13 | 02/01/2025 | 7,280.00 | 2,015.01 |
| 14 | 03/01/2025 | 7,280.00 | 1,988.48 |
| 15 | 04/01/2025 | 7,280.00 | 1,961.81 |
| 16 | 05/01/2025 | 7,280.00 | 1,935.01 |
| 17 | 06/01/2025 | 7,280.00 | 1,908.07 |
| 18 | 07/01/2025 | 7,280.00 | 1,881.00 |
| 19 | 08/01/2025 | 7,280.00 | 1,853.79 |
| 20 | 09/01/2025 | 7,280.00 | 1,826.44 |
| 21 | 10/01/2025 | 7,280.00 | 1,798.96 |
| 22 | 11/01/2025 | 7,280.00 | 1,771.33 |
| 23 | 12/01/2025 | 7,280.00 | 1,743.57 |
| 24 | 01/01/2026 | 7,280.00 | 1,715.67 |
| 25 | 02/01/2026 | 7,280.00 | 1,687.62 |
| 26 | 03/01/2026 | 7,280.00 | 1,659.44 |
| 27 | 04/01/2026 | 7,280.00 | 1,631.11 |
| 28 | 05/01/2026 | 7,280.00 | 1,602.64 |
| 29 | 06/01/2026 | 7,280.00 | 1,574.03 |
| 30 | 07/01/2026 | 7,280.00 | 1,545.28 |
| 31 | 08/01/2026 | 7,280.00 | 1,516.37 |
| 32 | 09/01/2026 | 7,280.00 | 1,487.33 |
| 33 | 10/01/2026 | 7,280.00 | 1,458.13 |
| 34 | 11/01/2026 | 7,280.00 | 1,428.79 |
| 35 | 12/01/2026 | 7,280.00 | 1,399.30 |
| 36 | 01/01/2027 | 7,280.00 | 1,369.66 |
| | **Totals:** | **262,080.00** | **66,960.92** |

FINANCIAL SERVICES
**Yamaha Motor Finance Corporation, U.S.A.**
6555 Katella Avenue
Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

NAME OF INSURANCE AGENT: _____ **November 16, 2023**

ADDRESS: _____

_____ ***Please Reference our Quote#:*** **217359**

_____

PHONE: _____

FAX/EMAIL: _____

RE: AZALEA CITY GOLF COURSE **(Customer) Account #:** _____

The Customer has leased or will be leasing equipment from Yamaha

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., it's successors and assigns named as **LOSS PAYEE.**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than $1000,000.00 combined single limit.**

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address:

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**
Attn: Commercial Finance Group
6555 Katella Ave, Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

**80-DR2E AC GOLF CARS**

_____

_____

**CITY OF MOBILE**
(Customer)

Equipment Location:

**1000 GAILLARD DRIVE**

**MOBILE AL, 36608**

By: _____
(Signature of Authorized Officer)

Title _____

# CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No **217359**
dated **November 16, 2023** to the Master Lease Agreement dated
**December 20, 2017** between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and **CITY OF MOBILE** (the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

| QTY/EQUIPMENT TYPE/MODEL | SERIAL NUMBER | NEW/USED | LOCATION |
|---|---|---|---|
| 80-DR2E AC GOLF CARS | See Attachment | New | AZALEA CITY GOLF COURSE<br>1000 GAILLARD DRIVE<br>MOBILE, AL 36608 |

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF MOBILE
as Lessee

By: _____

Name: _____

Title: _____

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

## INVOICE NUMBER: MAN 217359

*Date Prepared: 11/16/2023*

CITY OF MOBILE
1000 GAILLARD DR.
MOBILE, AL 36608

| Due Date | Quote No | Description | Amount Due |
|---|---|---|---|
| | 217359 | 80-DR2E AC GOLF CARS, Located at: AZALEA CITY GOLF COURSE | |
| 02/01/2024 | | Payment | $7,280.00 |
| | | Payment Tax | $0.00 |
| | | YOUR ACCOUNT BALANCE IS ---------- | $7,280.00 |

Please return the bottom portion with your remittance. Include the lease number on your check.
FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance at 800-551-2994.

---

YAMAHA FINANCIAL SERVICES

PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 217359

*Date Prepared: 11/16/2023*

Payment for:

CITY OF MOBILE
1000 GAILLARD DR.
MOBILE, AL 36608

217359

$_____ *Amount Paid*

_____ *Date Paid*

#_____ *Check Number*

# EXHIBIT A

Purchasing Department – City of Mobile

205 Government St. – 4th Floor, Room S-408

Mobile, AL 36644

RE: Leased Golf Cars for Azalea City Golf Course

For purposes of this bid (5839), Yamaha Golf-Car Company which is the vendor of the golf car. Yamaha Motor Corporation, USA (Lessor) will be the financing entity for the lease of golf cars to the City of Mobile for this bid.

NOTE: (1). Personal Property Taxes have not been included within the payment quoted. Section 12 of the Included Master Municipal Lease Document, it will be the responsibility of the City of Mobile (Lessee) to reimburse Yamaha for any Personal Property Taxes that are assessed on the equipment provided to the City under the lease agreement.

NOTE: (2). The City of Mobile shall be responsible for all damage / loss to the equipment, beyond normal wear and tear or warrantable items, as specified in the Master Municipal Lease Agreement and not covered otherwise by insurance or warranty.

NOTE: (3). "Insurance" has not included within the payments quoted. It is the responsibility of the City of Mobile to provide coverage acceptable to Yamaha Motor Corporation, USA and to provide Yamaha with a copy of the same. It matters not to Yamaha the deductible that the City of Mobile carries within its policy.

NOTE: (4). The attached current lease document which was agreed by both the city & Yamaha Commercial Finance is hereby incorporated and made a part of this bid. YCF will again use this template Any conflict between the Bid Invitation and the Final Lease Documents, upon request from the City, are to be addressed and mutually agreed in writing by both parties prior to the start of the lease.

NOTE: (5). Yamaha Golf Car Company will provide factory direct service to Azalea City Golf Course. Bill Molitorisz, the courses former factory service tech from previous leases who is based in Pensacola will once again coordinate with Lawrence Auer (Head Professional) on a set-schedule that is mutually agreed upon. Cart Dr., the Mobile area authorized Yamaha dealership will be available for all emergency service calls.

NOTE: (6). Attached is a 2024 Year Model warranty for the fleet car as well as a 2024 Trojan battery warranty statement.

**Jeff Jungers – District Sales Manager**

**Yamaha Golf-Car Company**

**1270 Chastain Rd NW, Kennesaw, GA 30144**

**(404) 819-9858** – Jeff_Jungers@Yamaha-Motor.com

# SEALED BID — CITY OF MOBILE — BID SHEET

**Do Not Return Via Email or Fax**

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

**Purchasing Department and Package Delivery:**

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

**This is Not an Order**

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

/ped by: en Buyer: 002

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

| DATE | BID NO. | DEPARTMENT | Commodities to be deliverd F.O.B. Mobile to: |
|---|---|---|---|
| 08/28/2023 | 5839 | GOLF COURSE | TO BE SPECIFIED |

**This bid must be received and stamped by the Purchasing office not later than:** 12:01 AM., Friday, September 22, 2023

| JANTITY | ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.) | UNIT | UNIT PRICE Dollars | UNIT PRICE Cents | EXTENSION Dollars | EXTENSION Cents |
|---|---|---|---|---|---|---|
| 80 | **WHEEL ELECTRIC GOLF CARTS**<br>The City of Mobile requests Bids on the Lease of eighty (80) new latest models Four (4) Wheel Electric Golf Carts as per the following **MINIMUM** Specifications.<br>Vendor will provide only industrial/commercial duty golf carts. Residential duty or grade golf carts will be rejected.<br>**LEASE REQUIREMENTS**<br>1. The Lease Agreement shall be for three (3) years (36 months) and must include financing as well for the carts.<br>2. The payments must be for 36 equal monthly payments with the first payment being due no earlier than January 2024. The date of payment should be the 15th of each month. There shall be no up-front payments.<br>3. An amortization schedule of the lease payments must be provided with the bid.<br>4. The low-cost successful bidder will be the one offering the lowest lease payments or the lowest equal periodic payment. This will also be the bid with the lowest effective compound interest rate.<br>5. Bidders to state MINIMUM cart condition required to turn in carts at the end of the three (3) year lease.<br>6. Bidders to include their written warranty that will be offered during this three (3) year lease. | | | | | |
| | | | TOTAL | | | |



ETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

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

Phone Number (404) 819-0858

Email Address Jeff_Jungers@yamaha-motor.com

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

Firm Name Yamaha Golf-Car Company

Signature Jeff Jungers

Type or Print Name Jeff Jungers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID CONTINUATION SHEET



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



The successful bidder will remove the old battery chargers and install the new battery chargers.

Delivery Timeline – December 15, 2023, and not later than January 15, 2024.

At end of lease, owner of carts responsible to pay removal transportation costs. City will not pay for removal shipping.

City of Mobile will determine the condition of carts at time of return.

Low bidder may be requested to provide an on-site demonstration of cart prior to awarding of bid.

**GOLF CART TECHNICAL SPECIFICATIONS:**

**BODY** - UV Stable, High Density, Thermoplastic Olefin Material that will not dent or crack from blows by blunt objects.
Color: To be standard. State options.

**FRAME** – Seamless tubular steel, protected with electro deposition epoxy paint and baked two-part polyurethane topcoat or aluminum I-beam frame.

**MOTOR** – 48 volt AC or DC Series wound G. E. Motor, 3.0 HP or greater.

**BATTERIES** – 6x8 volt 875 Trojan batteries.

**TRANSMISSION** – Double reduction, helical gear with a ratio between 12 to 1 and 13 to 1.

**ENERGY CONTROLLER** – Solid state electronic speed control to conserve battery charge at low speeds.
Forward Speed – 12 to 15 MPH.
Maximum Reverse Speed – 8 MPH.

**SUSPENSION** – Coil Springs and Hydraulic shock absorbers over all four wheels.

**BRAKES** – Self-Adjusting mechanical drum type brakes on each rear wheel. Locking Gill brake with automatic release.

**STEERING** – Worm gear and Pitman pin system, adjustable, permanently lubricated.

**BUMPERS** – Cart will have front and rear bumpers rated for 5 MPH impact. Front and rear bumpers, as well as, side sills must protrude past body in order to offer body protection.

**TOTAL**

ETURN ONE SIGNED COPY OF THIS QUOTATION
I ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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

## BID CONTINUATION SHEET



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



**COMPUTER** – Each vehicle to be equipped with an on board computer.

**BATTERY CHARGERS** – Each cart must be furnished with a 48-volt, 21-amp battery charger which automatically delivers the proper amount of charge. Each charger unit must have independent lightning surge protection to keep power surges from damaging carts. The 48 volt charger is controlled by the on board computer. Successful vendor must remove old chargers and install/hang new battery chargers in cart barn.

**BATTERY WATER FILL KITS** – PRO-FILL Battery Watering System or equal to be factory installed on all cart batteries. Deionizer to also be included.

**TIRES/WHEELS** – Carts shall be furnished with upgraded "Power Rib" tires as opposed to standard rib tires. To include Wheel Covers.

**SEATS** – Two occupants, all-new molded foam cushions, covered with seamless fabric-backed vinyl .062 thickness, mounted on engineered resin seat bottoms. Color to be decided prior to delivery.

**ELECTRICAL CONNECTIONS** – All crimped electrical connections shall be soldered and sealed. Service Manual and Parts Manual to be provided.

**ACCESSORY EQUIPMENT:**

**WINDSHIELDS** – Each vehicle to be equipped with a Plexiglas "Split Windshield".

**SWEATER BASKETS** – Each cart shall be equipped with a vinyl-dipped steel sweater basket mounted behind seat.

**SAND BOTTLES** – Each cart shall be equipped with two 1 quart sand bottles and bottle holders; one mounted behind each seat. The sand bottles shall be the Gooseneck type design.

**CANOPY TOP** – Each cart shall be equipped with a canopy top mounted directly to the frame of the cart. The canopy top shall be designed such that water run-off will be directed away from the passengers and golf bags.

**DRINK HOLDERS** – Each cart shall be equipped with four drink holders.

**USB PORT** – each cart to be equipped with dual USB port.

TOTAL

ETURN ONE SIGNED COPY OF THIS QUOTATION
I ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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

## BID CONTINUATION SHEET



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



**SCORE CARD AND PENCIL HOLDERS** – Each cart shall be equipped with a score card and pencil holder mounted on the steering wheel.

**INFORMATION HOLDER** – Each cart shall be supplied with an information holder mounted to the inside of the split windshield. Common term would be an Adhesive Information Card Holder.

**NUMBER DECAL** – Each cart shall be equipped with a number decal mounted on each side of the cart. All carts in the fleet shall be sequentially numbered 1 through 80.

**BAG RACK** – All carts shall be equipped with metal bag racks covered with plastic or rubber and locking bag straps.

**BAG PROTECTOR** – All carts shall be equipped with vinyl a bag protector.

**GOLF CART BATTERY FILL KITS** – All carts shall be equipped with a "Pro-Fill", or equal, kit as per attached specification sheets.

**KEYS** – Two sets per cart.

**REPAIRS/SERVICING** – owner of carts responsible for repair of carts. City will notify owner of repairs when found. City will make no repairs to carts except to repair/replace tires as needed.

**WEAR AND TEAR:**

**SEATS** – seats are expected to develop areas, tears, cuts, and some burn marks. City not responsible for these repairs.

**WINDSHIELDS** – expected to be expendable and consumable and will develop or recievce cracks and scratches during normal usage. City is responsible only if complete windshield is missing. Windshield at time of turn-in is considered consumed and has no replacement value.

**PAINT/BODY SCRATCHES** – carts will receive scratches due to use and contact with golfers clothing, clubs, and bushes and brush on the course.

**BOLTS** – City not responsible for stripped nbuts and bolts. City will not be repairing carts; only owner will repair carts. Owner should have repair service to handle loose or stripped bolts.

| | | | |
|---|---|---|---|
| TOTAL | | | |

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I ENCLOSED ENVELOPE

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Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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

## BID CONTINUATION SHEET



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|---|---|---|---|---|---|---|



**BAG COVERS** – owner of cart responsible to maintain bag covers.

**SAND BOTTLES** – expendable and consumable and at time of turn-in are considered consumed and have no resplacement value.

**NOTE:** **Any exceptions to these minimum specifications shall be noted in the bid.**

Make & Model Golf Cart: 2024 Yamaha Drive2 AC 48 volt electric fleet unit

Furnish Literature and Specifications.

**State Monthly Payment:** $7,280.00

**A copy of your bid will become part of the contract if awarded to your company.**

**Business License Required: See Item 14 on reverse of Page 1.**

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.

(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

TOTAL

ETURN ONE SIGNED COPY OF THIS QUOTATION
I ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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

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|---|---|---|---|---|---|---|---|



Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

Successful vendor shall be required to have a City of Mobile Business License, to be registered with the Alabama Secretary of State to do business in the State of Alabama, and to be enrolled in the E-Verify Program.

**TO BE AWARDED ALL OR NONE.**

| | | | | |
|---|---|---|---|---|
| | | | TOTAL | |

ETURN ONE SIGNED COPY OF THIS QUOTATION
I ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Yamaha Golf-Car Company

By Jeff Jungers

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

## GOLF CART TECHNICAL SPECIFICATIONS

Vendor will provide only industrial/commercial duty golf carts. Residential duty or grade golf carts will be rejected.

BODY - UV Stable, High Density, Thermoplastic Olefin Material that will not dent or crack from blows by blunt objects.

COLOR - Standard Color Options.

FRAME - Seamless tubular steel, protected with electro deposition epoxy paint and baked two- part polyurethane topcoat or all aluminum- beam frame.

MOTOR - 48 volt A.C. Series wound G.E. motor 4.4 HP or greater.

BATTERIES - 6 x 8 volt 875 Trojan batteries

TRANSMISSION - Double reduction, helical gear with a ratio between 12 to 1 and 13 to 1.

ENERGY CONTROLLER- Solid state electronic speed control to conserve battery charge at low speeds.

- Forward Speed - 12 to 15 MPH
- Maximum Reverse Speed - 8 MPH

SUSPENSION - Coil Springs and Hydraulic shock absorbers over all four wheels.

BRAKES - Self-Adjusting mechanical drum type brakes on each rear wheel. Locking Gill brake with automatic release.

STEERING - Worm gear and Pitman pin system, adjustable, permanently lubricated.

BUMPERS - Cart will have front and rear bumpers rated for SMPH impact. Front and rear bumpers as well as side sills must protrude past body in order to offer body protection.

COMPUTER- Each vehicle to be equipped with an on boardcomputer.

BATTERY CHARGERS - Each cart must be furnished with a 48 volt, 21 amp battery charger which automatically delivers the proper amount of charge. Each charger unit must have independent lightning surge protection to keep power surges from damaging carts. The 48 volt charger controlled by the on board computer. Chargers to be installed by successful bidder.

TIRES/WHEELS - Carts shall be furnished with upgraded "Power Rib" tires as opposed to standard rib tires. To include wheel covers.

SEATS - Two occupants, all-new molded foam cushions, covered with seamless fabric backed vinyl 0.62 thickness, mounted on engineered resin seat bottoms. Color to be Tan.

ELECTRICAL CONNECTIONS - All crimped electrical connections shall be soldered and sealed.

SERVICE MANUAL AND PARTS MANUAL TO BE PROVIDED.

## ACCESSORY EQUIPMENT

WINDSHIELDS - Each vehicle to be equipped with a Plexiglas "split windshield".

SWEATER BASKETS - Each cart shall be equipped with a vinyl dipped steel sweater basket mounted behind seat.

SAND BOTTLES - Each cart shall be equipped with two Iquart sand bottles and bottle holders one mounted behind each seat, the sand bottles shall be the Gooseneck design.

CANOPY TOP - Each cart shall be equipped with a canopy top mounted directly to the frame of the cart. The canopy top shall be designed such that water run-off will be directed away from the passengers and golf bags.

DRINK HOLDERS - Each cart shall be equipped with four drink holders. USB PORT-Each cart to be equipped with dual USB port.

USB PORT – Each cart to be equipped with dual USB port.

SCORECARD AND PENCIL HOLDERS - Each cart shall be equipped with a scorecard and pencil holder mounted on the steering wheel.

INFORMATION HOLDER - Each cart shall be supplied with an information holder The information holder shall be clear so that the message can be seen from the seat of the cart as well as from in front of the cart. The information card holder will be placed on the inside of the split windshield.

NUMBER DECAL - Each cart shall be equipped with a number decal mounted on each side of the cart. All carts in the fleet shall be sequentially numbered 1through 80.

BAG RACK - All carts shall be equipped with metal bag racks covered with plastic or rubber and locking bag straps.

BAG PROTECTOR - All carts shall be equipped with vinyl bag protector.

GOLF CART BATTERY FiLL KITS - All carts shall be equipped with a "Pro-Fill", or equal, kit as per attached specification sheets. This needs to include a DEIONIZER system for batter water maintenance.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated **NOVEMBER 9, 2017**, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF MOBILE** having its principal office at **PO BOX 389, MOBILE AL 36601** ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.

2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.

3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.

5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time ~~during business hours~~ **as, when, and under such condition as agreed between the parties** to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.

6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other **reasonable** instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.

7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than $1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence; **provided however that Lessor shall bear the entire risk of loss resulting from a manufacturing or design defect in the Equipment**. In the event of damage to any item of Equipment leased hereunder, **for which Lessee bears the risk of loss**, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.

8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.

9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects ~~at Lessee's expense~~ in investigating, defending, and resolving such claim. **To the extent permitted by applicable law, Lessor shall defend and be liable for, and hereby indemnifies Lessee and holds Lessee harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the manufacture, design, or distribution of the Equipment, or from the gross negligence or willful misconduct of Lessor or Lessor's agents and independent contractors, or their respective employees, agents or representatives.**

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

(a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or

(b) Default ~~by Lessee~~ in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty ~~made by the Lessee~~ in this Lease or any Equipment Schedule, or in any document or certificate furnished ~~to the Lessor~~ in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or

(c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or

(d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or

(e) ~~Lessee shall~~ **D**efault under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or

(f) ~~Lessee shall suffer~~ **A** material adverse change in **a party's** ~~its~~ financial condition from the date hereof~~, and as a result thereof Lessor deems itself or any of the Equipment to be insecure~~.

16. Remedies. Upon the occurrence of an Event of Default, ~~Lessor~~ **the non-defaulting party,** at its option, may pursue any one or more of the following remedies, in such order or manner as ~~Lessor~~ **non-defaulting party** determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

(a) Terminate all or any portion of the Equipment Schedules to this Lease;

(b) with or without terminating this Lease, take **or return** possession of the Equipment, with or without judicial process, ~~Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose~~;

(c) proceed by appropriate court action, either at law or in equity, to enforce performance ~~by Lessee~~ of the applicable covenants and terms of this Lease, or to recover ~~from Lessee~~ any and all damages or expenses, including reasonable attorneys' fees, which ~~Lessor~~ shall have **been** sustained by reason of ~~Lessee's~~ default in any covenant or covenants of this Lease, or on account of ~~Lessor's~~ **non-defaulting party's** enforcement of its remedies thereunder; without limiting any other damages to which ~~Lessor~~ **non-defaulting party** may be entitled, ~~Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third party~~; and

(d) ~~sell the Equipment or enter into a new lease of the Equipment~~.

It is hereby agreed that no delay by ~~Lessor~~ **the non-defaulting party** in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. ~~Lessee~~ **Each party** represents and warrants to ~~Lessor~~ **the other** that: (a) ~~Lessee~~ **it** has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) ~~Lessee~~ **it** has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of ~~Lessee~~ **the party** and constitute ~~Lessee's~~ **its** legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable ~~Lessee~~ **it** to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof **and to perform all other obligations thereunder**; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee **and Lessor** contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law, **Venue, and Personal Jurisdiction**. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State **of Alabama** ~~where Lessee's principal administrative offices are located~~ without giving effect to the conflicts of laws principles of such state. **Lessor and Lessee consent to and agree that any and all actions, suits or claims relating hereto or in any other manner arising herefrom shall brought and maintained solely in the Courts of Alabama. Lessor and Less agree to and shall consent to the exercise of personal jurisdiction over them by the Courts of Alabama.**

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. ~~The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.~~

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

~~26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.~~

**26.** Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

**[CITY OF MOBILE]** as Lessee

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.** as Lessor

By: _____ By: _____

Print Name: _____ Print Name: **KIM RUIZ**

Title: _____ Title: **PRESIDENT**

YAMAHA

Golf Car

# 4-Year Limited Warranty for Drive$^2$ Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE$^2$ Gas or DRIVE$^2$ Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

| Car Components | Warranty Period |
|---|---|
| Frame | Limited Lifetime to Original Owner |
| Transaxle | 4 Years |
| Steering / Suspension Components | 4 Years |
| Brakes (Excluding Shoes / Pads) | 4 Years |
| Sun Top | 4 Years |
| Electrical Wires, Switches, and Relays | 3 Years |
| Pedal Assy | 3 Years |
| Body Parts | 3 Years |
| Bumpers / Bag Carrier | 3 Years |
| Seats | 2 Years |
| Scorecard Holder | 2 Years |
| Floor Mats | 2 Years |
| **Common Accessories** | **Warranty Period** |
| Genuine Yamaha Fleet Accessories | 3 years* *Refer to the Accessory Warranty Statement for details |

| Electric Car Specific Parts | Warranty Period |
|---|---|
| Battery - Trojan T875 FLA | 4 Years or 23,500 amp hours whichever comes first / **without** HydroLink Watering System<br>4 Years or 25,000 amp hours whichever comes first / **with** HydroLink Watering System<br>**See Trojan Warranty Statement for details* |
| Battery - Trojan T875 AGM | 5 Years or 50,000 amp hours whichever comes first<br>**See Trojan Warranty Statement for details* |
| RoyPow® Lithium-Ion Battery | 5 Years or 97,000 amp hours whichever comes first<br>**See RoyPow Battery Warranty Statement for details* |
| Battery Charger and Cord | 4 Years |
| Electric Motor and Controller | 4 Years |
| Charger Receptacle | 4 Years |
| Throttle Position Sensor | 2 Years |
| **Gas Car Specific Parts** | **Warranty Period** |
| Gas Engine | 4 Years |
| Starter Generator | 4 Years |
| Exhaust / Intake | 4 Years |
| Clutch (Excluding Drive Belt) | 4 Years |
| Throttle / Control Cables | 3 Years |
| Starting Battery | 1 Year |
| **All Remaining Parts** | **1 Year** |

**EXCLUSIONS** from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

**THE CUSTOMER'S RESPONSIBILITY** under this warranty shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

**EMISSION CONTROL SYSTEM WARRANTY (USA only):** Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

YAMAHA

Golf Car

# 4-Year Limited Warranty for Trojan® Brand Batteries When Charged with a Yamaha Provided 48-Volt Charger

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Mul passenger, or U lity car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand ba eries charged with a Yamaha provided ba ery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 20,000 amp-hours with T-105 FLA.
- 4-years or 25,000 amp-hours with T-105 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 4-years or 23,500 amp-hours with T-875 FLA.
- 4-years or 25,000 amp-hours with T-875 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 5-years or 50,000 amp-hours with T-875 AGM.

**WARRANTY LIMITATIONS**

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply.

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge me as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / (1-(((80-TEMP)/100) x 0.64)).
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

**ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.**

**LIMITED WARRANTY EXCLUSIONS:**

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

**THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:**

- Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware.
- Lack of proper maintenance as outlined in the electric vehicle Owner's / Operator's Manual. For example, lack of regular battery watering or adding water to battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity)
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary state to state.

EFFECTIVE DATE: 07/01/21

# EXHIBIT B

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/11/2021

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Aon Risk Insurance Services West, Inc.<br>Irvine CA Office<br>17875 Von Karman Avenue, Suite 300<br>Irvine CA 92614 USA | PHONE (A/C. No. Ext): (949) 608-6300 | FAX (A/C. No.): (949) 608-6451 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Yamaha Golf Car Company<br>6555 Katella Avenue<br>Cypress CA 90630 USA | INSURER A: Mitsui Sumitomo Insurance Co of America | 20362 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570085730860 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | GL2122479 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | Excluded |
| | OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY | | | BVR8406139 (AOS) | 08/01/2020 | 08/01/2021 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| A | X ANY AUTO | | | BVM8803052 (MA) | 08/01/2020 | 08/01/2021 | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | X $1,000 Comp Deduct / X $1,000 Coll Deduct. | | | | | | | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | |

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

Re: Contractual Agreement.
City of Mobile is included as additional insured with reference to the general liability and auto liability policies. Note: The General Liability policy contains conditions for Separation of Insureds and provisions for Contractual Liability and Cross Liability coverage.

**CERTIFICATE HOLDER**

City of Mobile
205 Government St.
Mobile AL 36644 USA

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570085730860

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# EXHIBIT C

# Alabama Secretary of State

| Yamaha Golf-Car Company, Inc. | |
|---|---|
| Entity ID Number | 918 - 934 |
| Entity Type | Foreign Corporation |
| Principal Address | 1000 GEORGIA HWY 34 E<br>NEWNAN, GA 30265 |
| Principal Mailing Address | 5051 WESTHEIMER RD STE 1400<br>HOUSTON, TX 77056 |
| Status | Exists |
| Place of Formation | Georgia |
| Formation Date | 2-9-1996 |
| Qualify Date | 2-15-2001 |
| Registered Agent Name | CORPORATION SERVICE COMPANY INC |
| Registered Office Street Address | 641 SOUTH LAWRENCE STREET<br>MONTGOMERY, AL 36104 |
| Registered Office Mailing Address | 641 SOUTH LAWRENCE STREET<br>MONTGOMERY, AL 36104 |
| Nature of Business | |
| Capital Authorized | |
| Capital Paid In | |

**Annual Reports**

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

| Report Year | 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 |
|---|---|

**Transactions**

| Transaction Date | 4-28-2017 |
|---|---|
| Registered Agent Changed From | CSC LAWYERS INCORPORATING SRV INC<br>150 S PERRY ST<br>MONTGOMERY, AL 36104 |

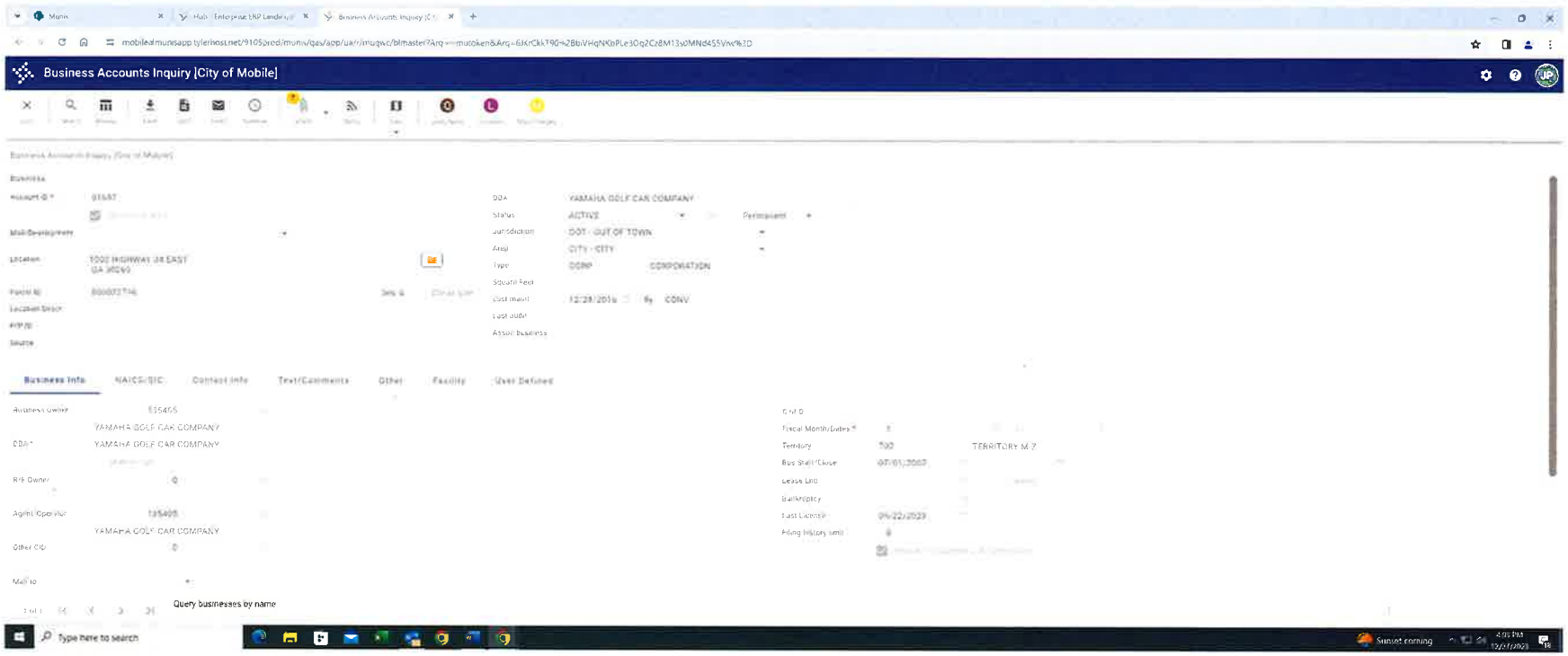
**Scanned Documents**

Purchase Document Copies

| Document Date / Type / Pages | 2-15-2001 Certificate of Formation 2 pgs. |
|---|---|

| Yamaha Golf-Car Company, Inc. | |
|---|---|
| Document Date / Type / Pages | 4-28-2017 Registered Agent Change 1 pg. |
| | |

Browse Results | New Search




BUSINESS LICENSE

# EXHIBIT D

E-Verify

Company ID Number: 342675

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

| | |
|---|---|
| Employer Yamaha Motor Manufacturing Corporation of America | |
| Michael Durell | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 07/12/2010 |
| Signature | Date |

| | |
|---|---|
| Department of Homeland Security – Verification Division | |
| USCIS Verification Division | |
| Name (Please Type or Print) | Title |
| Electronically Signed | 07/12/2010 |
| Signature | Date |

Information Required for the E-Verify Program

**Information relating to your Company:**

| | |
|---|---|
| Company Name: | Yamaha Motor Manufacturing Corporation of America |
| Company Facility Address: | 1000 GA Hwy 34 East |
| | Newnan, GA 30265 |
| | |
| Company Alternate Address: | |
| | |
| | |
| County or Parish: | COWETA |
| Employer Identification Number: | 581712286 |

E-Verify

Company ID Number: 342675

| | |
|---|---|
| North American Industry Classification Systems Code: | 336 |
| Parent Company: | |
| Number of Employees: | 1,000 to 2,499 |
| Number of Sites Verified for: | 1 |

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

* GEORGIA 1 site(s)

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

| | | | |
|---|---|---|---|
| Name: | Carolyn Sears | | |
| Telephone Number: | (770) 254 - 4231 | Fax Number: | (770) 254 - 4041 |
| E-mail Address: | csears@ymmc.yamaha-motor.com | | |
| Name: | Christine Whittington | | |
| Telephone Number: | (770) 254 - 4662 | Fax Number: | (770) 254 - 4041 |
| E-mail Address: | cwhittington@ymmc.yamaha-motor.com | | |
| Name: | Patricia Browne Pina | | |
| Telephone Number: | (770) 254 - 4232 | Fax Number: | (770) 254 - 4041 |
| E-mail Address: | tpina@ymmc.yamaha-motor.com | | |

# AGENDA ITEM SUMMARY SHEET

**Agenda of:**1/9/2024

**Submitted by:**

Carleen Stout-Clark, Deputy Director of REAM

**Sponsored by:**

Mayor William S. Stimpson and Councilmember Ben Reynolds

**Purpose and Scope of Project:**

Authorize the purchase amendment of 4231 Shipyard Road, Mobile, Alabama, 36619, with GOMESA grant funds in the amount of $745,000.00 (reduced from $775,000.00). Purchase contingent on receipt of GOMESA grant funds from the Alabama Department of Conservation and Natural Resources.

**Amount of Contract:**

$745,000.00

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

**ATTACHMENTS:**

| Description | Type | Upload Date |
|---|---|---|
| Resolution | Resolution Letter | 1/4/2024 |
| Purchase and Sale Agreement Amended | Exhibit | 1/4/2024 |

**REVIEWERS:**

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Real Estate | Stout, Carleen | Approved | 1/4/2024 - 11:32 AM |
| Legal | Kern, Chris | Approved | 1/4/2024 - 12:40 PM |
| Mayors | | | 1/4/2024 - 2:58 |

| | | | |
|---|---|---|---|
| Office | Montgomery, Brandi | Approved | PM |

# RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember Ben Reynolds

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA** that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment to the Purchase and Sale Agreement of August 31, 2023, and to accept the Deed for the acquisition of 4.81± acres of land (amended from 6.09 ± acres), a small cottage and workshop/shed, commonly known as 4231 Shipyard Road, Mobile, Alabama 36619, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the adjusted price of $745,000.00.

Said property is being conveyed to the City of Mobile by CHARLES C. HINTON, JR., a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and JOSEPH LEE HINTON, a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and SHARON HINTON ANDERSON, a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and DANE ERIC HINTON, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and is to be used to accommodate conservation habitat goals and public recreational space in accordance with that certain Project Funding Agreement between State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from funding from the Gulf of Mexico Energy Security Act of 2006 (GOMESA) in the amount of the sales price less  prorate share of property taxes payable to Title Company, Pierce Ledyard, PC.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

Adopted:

_____

City Clerk

# AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") made and entered into on this the _____day of _____, 2024 by and between CHARLES C. HINTON, JR., a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and JOSEPH LEE HINTON, a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and SHARON HINTON ANDERSON, a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and DANE ERIC HINTON, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, pursuant to the power of sale contained therein, which Will was duly admitted to Probate in the Probate Court of Mobile County, Alabama, and recorded in Will Book 280, Page 1183, hereinafter referred to as "Sellers" and, CITY OF MOBILE, a Municipal Corporation, hereinafter referred to as "Buyer," and CITY OF MOBILE, a Municipal Corporation, hereinafter referred to as "Buyer;

## RECITALS:

WHEREAS, the Buyer and Seller entered into a Purchase and Sale Agreement on August 31, 2023 for certain property located at 4231 Shipyard Road Mobile, AL 36619; and,

WHEREAS, the Buyer and Seller desire and agree to amend the Purchase and Sale Agreement hereinafter set forth.

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

## WITNESSETH:

NOW, THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **ALTA SURVEY:**
   ALTA survey dated November 20, 2023 by Wattier Surveying, Inc., hereby attached as Exhibit A, reflects final acreage to be 4.81 acres.
2. **PURCHASE PRICE**:
   The total Purchase Price for the property is hereby reduced to and shall now be SEVEN HUNDRED FORTY-FIVE THOUSAND AND NO/100 ($745,000.00) DOLLARS.
3. **CLOSING AND POSSESSION**
   Closing shall occur within seven (7) days after the funding is received by the buyer, from the Gulf of Mexico Energy Security Act of 2006 hereinafter referred to as "GOMESA" from the State of Alabama Department of Conservation and Natural Resources hereinafter referred to as "ADCNR", and when all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date").

Except as hereinabove specifically states, the remaining terms and provisions of the Purchase and Sales Agreement dated August 31, 2023, shall remain in full force and effect, unchanged by this Amendment.

IN WITNESS WHEREOF; the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

**SELLERS:**

X _____
**CHARLES C. HINTON, JR.**

X _____
**CHARLES C. HINTON, JR., as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased**

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Charles C. Hinton, Jr.**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

_____
Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Charles C. Hinton, Jr.**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

_____
Notary Public
My Commission Expires:

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

X Joseph Lee Hinton
**JOSEPH LEE HINTON**

X Joseph Lee Hinton
**JOSEPH LEE HINTON, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased**
**Date** 12/27/23

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Joseph Lee Hinton**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Joseph Lee Hinton**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

x Sharon Hinton Anderson
**SHARON HINTON ANDERSON**

x Sharon Hinton Anderson
**SHARON HINTON ANDERSON, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased**
**Date** 12/27/23

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Sharon Hinton Anderson**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Sharon Hinton Anderson**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 27th day of December, 2023.

JANETTE STONE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 02, 2024

Notary Public
My Commission Expires:

X _____
**DANE ERIC HINTON**

X _____
**DANE ERIC HINTON, as Co-Personal Representative**
**under the Last Will and Testament of Charles C. Hinton, Sr., deceased**
**Date** 12/22/2023

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Dane Eric Hinton**, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of Dec, 2023

JANE ATKINSON NOTARY PUBLIC EXPIRES GEORGIA February 27, 2026 FULTON COUNTY

Notary Public
My Commission Expires: 2/27/2026

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that **Dane Eric Hinton**, as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, whose name as signed to the foregoing Agreement for Sale and Purchase and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of Dec, 2023

JANE ATKINSON NOTARY PUBLIC EXPIRES GEORGIA February 27, 2026 FULTON COUNTY

Notary Public
My Commission Expires: 2/27/2026

**BUYER: CITY OF MOBILE, A MUNICIPAL CORPORATION**

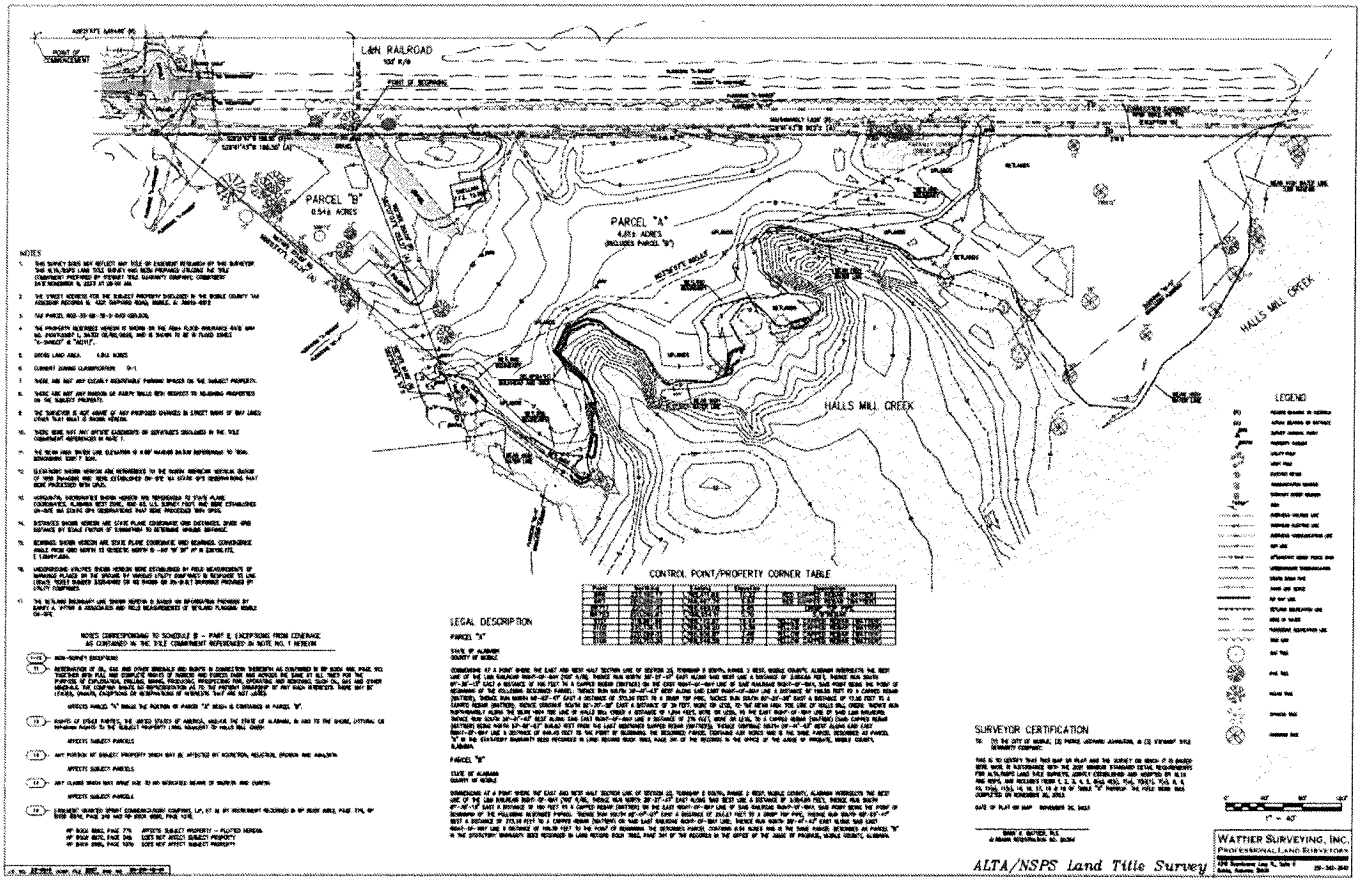
**BY**_____**date**___/___/202__
**William S. Stimpson**
**As Its Mayor**

**ATTEST:**__

_____
**City Clerk**

----------LEFT INTENTIONALLY BLANK----------

# EXHIBIT "A"


L&N RAILROAD
PARCEL "B"
0.548 ACRES
PARCEL "A"
4.815 ACRES
(INCLUDES PARCEL "B")
HALLS MILL CREEK
HALLS MILL CREEK
LEGEND
CONTROL POINT/PROPERTY CORNER TABLE
LEGAL DESCRIPTION
PARCEL "A"
PARCEL "B"
SURVEYOR CERTIFICATION
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
ALTA/NSPS Land Title Survey

# RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember Ben Reynolds

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA** that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment to the Purchase and Sale Agreement of August 31, 2023, and to accept the Deed for the acquisition of 4.81± acres of land (amended from 6.09 ± acres), a small cottage and workshop/shed, commonly known as 4231 Shipyard Road, Mobile, Alabama 36619, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the adjusted price of $745,000.00.

Said property is being conveyed to the City of Mobile by CHARLES C. HINTON, JR., a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and JOSEPH LEE HINTON, a single man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and SHARON HINTON ANDERSON, a married woman, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and DANE ERIC HINTON, a married man, individually, and as Co-Personal Representative under the Last Will and Testament of Charles C. Hinton, Sr., deceased, and is to be used to accommodate conservation habitat goals and public recreational space in accordance with that certain Project Funding Agreement between State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from funding from the Gulf of Mexico Energy Security Act of 2006 (GOMESA) in the amount of the sales price less prorate share of property taxes payable to Title Company, Pierce Ledyard, PC.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

Adopted:

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City Clerk