



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 9, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rabbi Steve Silberman

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

June 25, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Felicia McCarty for a waiver of the Noise Ordinance at Lincoln Boulevard

and 10th Street on July 13, 2024, from 1:00 p.m. - 7:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 727 Florida Street Extension a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2956 Pages Lane a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1002 Alba Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2060 Webb Avenue a public nuisance and order it demolished (District 3).

Public hearing to fix costs for demolition of the structure at 2559 Dohm Street; \$3,699.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1957 Pleasant Avenue; \$1,548.00 (District 1).

Public hearing to fix costs for demolition of the structure at 475 Ridge Road Street; \$3,047.00 (District 1).

Public hearing to fix costs for demolition of the structure at 660 St. Anthony Street; \$2,674.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1157 Kentucky Street; \$3,950.00 (District 3).

Public hearing to fix costs for demolition of the structure at 4400 Government Boulevard; \$51,200.00 (District 4).

Public hearing to fix costs for demolition of the structure at 7131 Second Street; \$2,950.00 (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Pastor Marvin Charles Lue, Jr. - Invite the Council to the 154th Southeast Alabama Region Annual Conference.

12. RESOLUTIONS HELD OVER

01-581 Authorize agreement with Alabama Department of Transportation for 2024 TAP Downtown Mobile Sidewalk Improvements; \$1,105,926.25 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-582 Approve award of item based bid for medical oxygen (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-583 Approve purchase order to Best Price Services, LLC for mulching of Grelot Road median; \$16,732.89 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-584 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Silverado truck for Traffic Engineering; \$62,105.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-585 Approve purchase order to Environmental Systems Research Institute, Inc. for subscription to ESRI Advantage for consulting, support and training services for GIS; \$74,300.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-586 Approve purchase order to Ingram Equipment. Co., LLC for 3 knuckleboom assemblies for Municipal Garage; \$20,778.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-587 Approve purchase order to Semoice Technology for security cameras for MPD; \$61,572.30 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-588 Approve purchase order to Shaw Contract Flooring Services, Inc. for Cruise Terminal flooring replacement; \$23,364.93 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-589 Approve purchase order to U J Chevrolet Co., Inc. for wreck repair for Chevrolet Tahoe; \$25,286.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-590 Transfer funds from Capital Project Grant Match Port Security, to project FY2023 Port Security Grant Program; \$21,500.00 (sponsored by Mayor Stimpson) (submitted by Sheila Gurganus, Cruise Terminal).

09-591 Transfer funds from Capital Project Grant Match-Port Security to Grant Fund Project Match Holding Account for FY24 Port Security Grant; \$11,584.51 (sponsored by Mayor Stimpson) (submitted by Sheila Gurganus, Cruise Terminal).

09-592 Transfer funds from Capital Project IT Technical & Infrastructure Upgrades to Grant Fund Project FY2023 Port Security Grant Program; \$8,650.61 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

09-593 Transfer funds from Capital Project IT Technical & Infrastructure Upgrades to Grant Fund Project Grant Match Holding Account; \$4,401.50 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

25-595 Grant a permanent easement to Alabama Power to provide new underground service to 2442 N. Ridge Rd (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Eng. Dept. and Carleen Stout-Clark, REAM Dept.).

47-596 Consider waiving the vacation fee as a condition of the vacation of a portion of service road and City right-of-way located at Knollwood Drive and Medical Park Drive (sponsored by Councilmember Woods) (submitted by Lisa C. Lambert, City Clerk).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-598 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Ashland Midtown Pub; 2453 Old Shell Road (sponsored by Councilmember Penn).

37-599 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to The Juicy Seafood; 4671 Airport Boulevard (sponsored by Councilmember Woods).

37-600 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Bottles Up Mobile; 1035 Cody Road, N. (sponsored by Councilmember Gregory).

40-601 Declare the structure at 727 Florida Street Extension a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-602 Declare the structure at 2956 Pages Lane a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-603 Declare the structure at 1002 Alba Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-604 Declare the structure at 2060 Webb Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-605 Fix costs for demolition of the structure at 2559 Dohm Street (sponsored by Councilmember Penn).

40-606 Fix costs for demolition of the structure at 1957 Pleasant Avenue (sponsored by Councilmember Penn).

40-607 Fix costs for demolition of the structure at 475 Ridge Road Street (sponsored by Councilmember Penn).

40-608 Fix costs for demolition of the structure at 660 St. Anthony Street (sponsored by Councilmember Carroll).

40-609 Fix costs for demolition of the structure at 1157 Kentucky Street (sponsored by Councilmember Small).

40-610 Fix costs for demolition of the structure at 4400 Government Boulevard (sponsored by Councilmember Reynolds).

40-611 Fix costs for demolition of the structure at 7131 Second Street (sponsored by Councilmember Gregory).

58-612 Assess costs for removal of weeds, Repeat Weed Lien Group 74.

60-613 Determine an appropriation to The Boys and Girls Club of South Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-614 Determine an appropriation to Inverness Subdivision Home Owners Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-615 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-616 Determine an appropriation to Ridgefield Property Owners Association, Inc.

serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

14. RESOLUTIONS BEING INTRODUCED

01-617 Authorize Rights-of-Way Use Agreement for Uniti Fiber GulfCo, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-618 Authorize agreement with the University of South Alabama for Hospital Based Violence Intervention Program; \$240,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

03-619 Appoint Stephen McNair and Barja Wilson to the Architectural Review Board (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

08-620 Approve purchase order to Power DMS, Inc. for annual renewal of management software for MPD; \$15,068.48 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-621 Approve purchase order to Nixon Power Services, LLC for cover for emergency generator for MPD; \$27,747.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

54-622 Authorize closure of a portion of public road on Yester Oaks Drive south of its intersection with Claridge Road South (sponsored by Councilmember Daves) (submitted by Michael Linder, Council Attorney).

01-624 Authorize agreement with The Helios Alliance for consulting services; \$154,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

25-625 Grant a permanent easement to Mobile County for public golf path (sponsored by Councilmember Reynolds) (submitted by Michael Linder, Council Attorney).

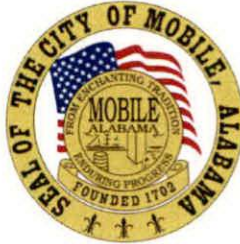
60-626 Authorize issuance of subpoena by Special Counsel (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

15. CALL FOR PUBLIC HEARINGS

41-623 Call for public hearing to consider modification of a previously approved planned unit development located at 5800 Southland Drive (scheduled for August 13,

2024) (District 6).

16. ANNOUNCEMENTS



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 a.m. 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: Felicia L. McCarty

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-458-6885 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 6551 Dickens Ferry Rd. Apt 705

Telephone No. _____ E-mail address felicia.mccarty@yahoo.com

Location or address of event where amplification will be used:

Lincoln Blvd at 10th Street

Date of Event: 7/13/24 Starting Time: 1:00 PM Ending Time 7:00 PM

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

Type of Event: Neighborhood block party - Mobile Terrace Family & Friends Day

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

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, July 3, 2024 11:47:29 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Pastor Marvin Charles Lue Jr

Date To Address Council: 2024-07-09

Address: 2197 Spring Grove West

Email: thatmanlue@gmail.com

Phone: 7863751011

Subject And Specific Questions: Invitation to the 154th Session of the Southeast Alabama Region Annual Conference, July 15th through July 17th, Stewart Memorial

Pertain To City Business: Tourism

Signature: Pastor Marvin Charles Lue Jr

Signature Verify: X

Agree: X

Date Submitted: 2024-07-03 11:47:23

This submission was recieved from your website <https://www.cityofmobile.org/>



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve agreement with Alabama Department of Transportation for sidewalk improvements.

Amount of Contract:

\$1,105,926.25 (\$250,035.50 City/\$855,890.75 Federal TAPMB Funds)

Funding Source

G-TAPTA24

ATTACHMENTS:

1. 2024-3005-17 2024 TAP Downtown Mobile Sidewalk Improvements (ALDOT) agreement

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and
between the City of Mobile and the company listed below, for work as outlined in the
agreement attached hereto and made a part hereof as set forth in full, subject to the
company signing the agreement 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: Alabama Department of Transportation

Project Name: 2024 TAP Downtown Mobile Sidewalk Improvements
COM Project#2024-3005-17

Estimated Cost: \$1,105,926.25
\$250,035.50 City/\$855,890.75 Federal TAPMB Funds

Adopted:

City Clerk

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

ADA compliant curb ramps in downtown Mobile; Project# TAPMB-TA24(945); CPMS Ref# 100078281 and 100078282.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 21st day of Nov., 2023, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20_____.

City Clerk

(AFFIX SEAL)

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. TAPMB-TA24(945)
CPMS Ref# 100078281 & 100078282**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the ADA compliant curb ramps in downtown Mobile; Project# TAPMB-TA24(945); CPMS Ref# 100078281 and 100078282.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. The project will be limited to \$1,000,142.00 Federal TAP funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal TAP funds for the Mobile Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal TAPMB Funds	\$ 115,401.00
City Funds	\$ 28,850.25

TOTAL	\$ 144,251.25

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal TAPMB Funds	\$ 884,741.00
City Funds	\$ 221,185.25
TOTAL (Incl CE&I)	\$ 1,105,926.25

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the project, as approved by the application.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H**Page 5**

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

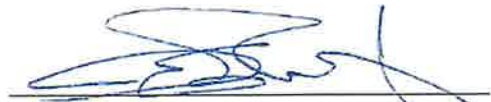
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

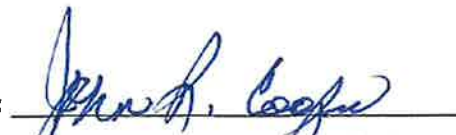
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Mobile Metropolitan Planning Organization, a Notice of Award for grant assistance in the amount of \$1,000,000.00 for the FY23 Transportation Alternative Program (TAP). There is a \$250,000.00 match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Mobile Metropolitan Planning Organization. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council authorizes the expenditure of \$250,000.00 if said grant is awarded for a total project cost of \$1,250,000.00.

Adopted: **NOV 21 2023**


City Clerk

PROJECT DESCRIPTION

1. **Transportation Alternatives Project Eligibility:** This project is being submitted for the following eligible activities:
 - A. Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, senior adults and individuals with disabilities.
 - B. Construction of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation. These can include sidewalks.... safety-related infrastructure, as well as projects to achieve compliance with the Americans with Disabilities Act of 1990.
2. **Project Details:** The project will include installing and/or repairing curb ramps to be in compliance with the Americans with Disabilities Act of 1990. Existing sidewalk, curb and gutter will be removed and replaced with compliant curb ramps. Asphalt may need to be replaced or modified to meet all criteria. The goal of the project will be to provide ADA-compliant curb ramps and sidewalks for the public's use and safety within the project area, which is a downtown Mobile and includes the Mobile Public Library's main branch, one school, seven churches, seven museums, five parks, six hotels and numerous restaurants, retail, government offices and businesses. This project will provide safe pedestrian routes for non-drivers, including children, senior adults and individuals with disabilities, and improve access and connectivity to the aforementioned destinations.
3. **Cost Estimate:** The estimated total project cost is \$1,250,177.50. The City is requesting \$1,000, 142 in federal funds, and will provide a 20% match of \$250,035. A detailed pay item estimate is attached.
4. **Utilities:** No utilities or service connections will have to be relocated.
5. **Impact:** The installation and/or repair of curb ramps and associated sidewalks and gutters will help the City to achieve its goal (as set forth in its ADA Transition Plan) to improve ADA compliance and provide a connected community with safe routes for non-drivers, including children, senior adults and people with disabilities.

The project will benefit Mobile's busy downtown, the City's center for government, business (including a burgeoning small business community), a robust arts community including the Saenger Theatre, home to the Mobile Symphony and the Alabama Center for Contemporary Arts, tourism which brings over 3 million visitors to the City annually, as well as seven churches. In addition, Barton Academy for International Studies, a magnet middle school, has brought a whole new population to downtown Monday-Friday, students and parents.

The project will improve access to all of the above, and improve the traveling experience especially for children, persons with disabilities, and senior citizens visiting downtown for business or pleasure.

There are no known wetlands or archaeological, historic or environmental resources that will be affected by this project. All work will be done within existing City rights-of-way so neither plant nor animal life will be affected.

City of Mobile FY24 TAP Application
Installing ADA-Compliant Curb Ramps in Downtown Mobile

5. *Impact (cont.)*

Ground disturbing and demolition activities will occur during the construction of this project. Existing curb ramps and sidewalks will be removed and replaced to comply with ADA standards. Curb and gutter sections may require removal and replacement. In addition, asphalt pavement may require milling in order to construct ADA compliant curb ramps.

6. **Clearances and Permits:** No clearances or permits are required for this project.

7. **Ownership:** This project will be constructed within the right-of-way of public roads maintained by the City of Mobile.

8. **Intended Use:** The intended use will be to provide ADA compliant curb ramps for public use in the areas located within the project limits.

9. **Life Expectancy:** The project has an estimated life expectancy of a minimum of twenty years.

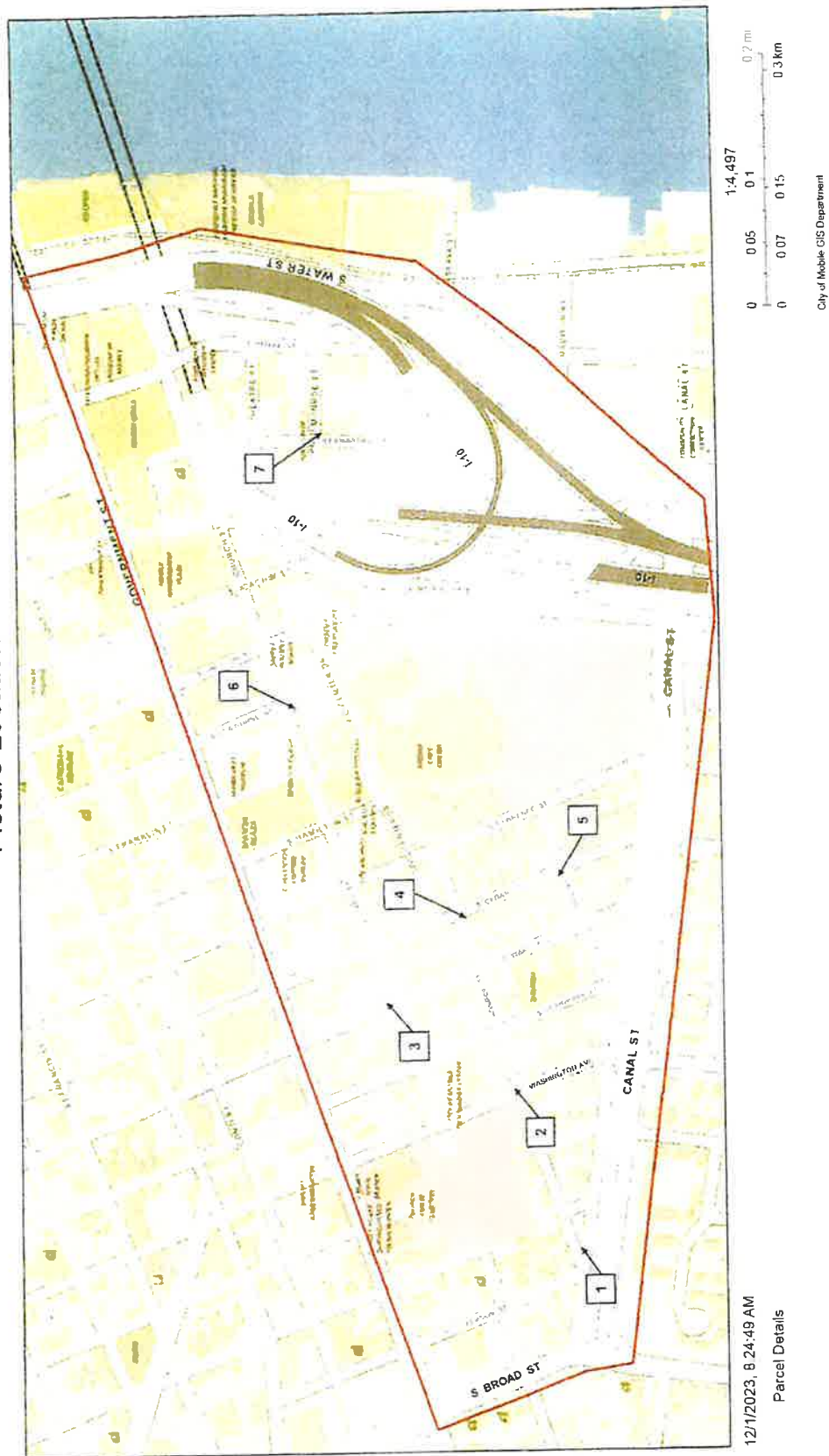
10. **Maintenance Plan:** The City will provide minor repairs and mow as necessary.

11. **Public Involvement:** The project was presented at the November 14th and November 21st City Council meetings, public meetings where citizens may comment on agenda items. A copy of the Agenda Item Summary Sheet for each of those meetings is attached.

12. **Environmental Justice:** The project is located in Census Tract 2, designated as disadvantaged by the U.S. Council on Environmental Quality's Climate and Economic Justice Screening Tool. Additionally, the tract's poverty rate is 33.5%, more than 1.5 times the City of Mobile's poverty rate (20%). Documentation of these demographics is attached.

13. **Additional Comment:** N/A

Picture Locations



City of Mobile GIS Department | City of Mobile Engineering | 100200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission | 100200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission | 100200 Scale Planimetric Mapping acquired and processed by The Atlantic Group under contract to the City of Mobile, Mobile Area Water and Sewer System and Mobile County Revenue Commission



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award and contract to Airgas USA LLC for medical oxygen M and D cylinders. Price is per cylinder- good for one year, renewable for two additional one-year periods.

Amount of Contract:

NA, as needed at Item Based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20240627 Airgas Agenda Package Bids

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid and Contract for Approval for Medical Oxygen for MFRD

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award and contract to Airgas USA LLC for medical oxygen M and D cylinders. Price is per cylinder- good for one year, renewable for two additional one-year periods. General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: 06/23/2023

Renewal date of contract (if applicable): 06/24/2024, 06/24/2025

If not bid, state reason: Sealed Bid 5816

How many bidders received bid packages (if applicable): 5+Internet

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue the attached contracts for, the below proposed Bid Award, to the designated vendor for the specified item at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to place orders as needed without further approval or other action by the City Council. The Bid Award contract may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5816	M Cylinder Medical Oxygen	1	\$23.55	One year, renewable for two additional one-year periods	<u>(291178) Airgas USA LLC</u>
	D Cylinder Medical Oxygen	1	\$11.42		

Adopted:

City Clerk

BID TABULATION FOR BID #5816	
------------------------------	--

OXYGEN FOR AMBULANCES	
1	1
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4	4
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99	99
100	100

[illegible]

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**

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 delivered F.O.B. Mobile to:
06/06/2023	5816	FIRE	To be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, June 23, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	MEDICAL OXYGEN SUPPLY Vendor to provide Medical Oxygen to the City of Mobile in "D" and "M" aluminum cylinders as per the following and attached specifications. Vendor shall provide filled medical oxygen cylinders to Fire Stations and other locations on regular weekly scheduled deliveries or on an as needed basis when requested. Such as needed basis may be a major fire, storm, or disaster and may be a location other than a Mobile Fire Station. There shall be no monthly rental charges on the cylinders. There shall be no delivery or pick up charges. Any Bids with monthly rental charges possible or billable or delivery or pick up charges stated or indicated in the bid will be rejected. Vendor shall have on their cylinders a tag starting date of delivery so that cylinders will be rotated in a timely fashion. The City will only pay for oxygen cylinders whose seals are broken and are used. Vendor shall provide new aluminum cylinders at the start of the contract and at the conclusion all aluminum cylinders shall remain the property of the vendor. At no time will steel cylinders be allowed.					
			TOTAL			

Page 1 of 4

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 The vendor shall be responsible for the servicing and maintaining of the oxygen cylinders. The vendor is responsible for oxygen refill, to perform all hydrostatic tests, valve repairs, seals, replacement of handles, regular damage repair or replacement, etc. The city will pay no charges relating to the normal wear or servicing of the cylinders, nor for any repairs due to normal wear and tear. City will install or connect cylinders to city owned vehicles or equipment. Vendor shall deliver full cylinders and pick up empty cylinders for the 10 Fire Station/locations as follows. Vendor shall be sure to leave cylinders in a safe or designated location. <u>The following are the normal weekly delivery locations ONLY:</u> Crichton Station 200 Davenport Ave Freeman Station 6801 Overlook Road Central Station 701 St. Francis Street H.H. Edwards Station 2525 Hillcrest Road Seelhorst Station 5525 Commerce Boulevard E. Toulminville Station 2062 Dr. M.L.K. Avenue Lathan Station 1951 S Maryvale Street Sirmon Station 2711 Airport Boulevard Edward A. Berger Station 7050 Old Military Road Public Safety Complex 8080 Airport Boulevard. The City reserves the right to add or remove locations for weekly deliveries during the course of the award of this bid. <u>The following are only for occasional/emergency/disaster type deliveries ONLY:</u> Springhill Station 700 Museum Drive Tapia Station 4710 Airport Boulevard Melton Station 57 S. Lafayette Street Paul Husband 1000 S. Houston Street Gus Rehm Station 3200 Moffat Road Willett Station 1004 S. Broad Street Ashland Fire Station 2407 Old Shell Road McCosker Station 1275 Azalea Road Petrey Station 3471 Dauphin Island Parkway Reid Station 512 Stimrad Road Training Academy 860 Owens Street Fire Supply 2851 Old Shell Road					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 Vendor shall provide delivery tickets with both the printed name of the receiving city employee, as well as, their signature to include their station and city employee number. Vendor shall deliver ALL delivery tickets/invoices either electronically or via personal delivery to Mobile Fire Rescue Central Supply located at 2851 Old Shell Rd, Mobile, Alabama, 36607 or other locations as may be designated by the City of Mobile. City will not process any paperwork that does not have the printed name of the receiving employee, their signature, station number, and their employee number. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information May be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, Vendor may be required to have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. The City will only pay for oxygen cylinders whose seals are broken and that are used. “M” Cylinder price \$ _____ “D” Cylinder price \$ _____ All costs must be included in the cost of the cylinders. No additional surcharges or service fees will be added after the fact. This bid to be awarded for a one (1) year period. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) periods. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or email: purchasing@cityofmobile.org. TO BE AWARDED ON AN ALL OR NONE BASIS.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Best Price Services LLC for mulching of center median of Grelot Road from University Blvd to Cody Road.

Amount of Contract:

\$16,732.89

Funding Source

General fund.

ATTACHMENTS:

1. 20240625 Best Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Best Price Services LLC for mulching of center median of
Grelot Road from University Blvd to Cody Road.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$16,732.89

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5887.

How many bidders received bid packages (if applicable): 43+web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10843</u>	2024	(2086E) RIGHT OF WAY MOWING	MULCHING OF GRELOT ROAD CENTER MEDIAN FROM UNIVERSITY BLVD TO CODY ROAD (SEALED BID 5887)	\$16,732.89	<u>(292420) BEST PRICE SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010843-00 FY 2024 Acct No: 1000.40.20.2070.2086.2070.0000.0000.42070. Review: Buyer: Status: Released
--	--

Page 1

Vendor
 BEST PRICE SERVICES LLC
 7057 FOREST GLEN CT

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

IRVINGTON, AL 36544

Tel#251-458-0510

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	292420				RIGHT OF WAY MOWING

LN Description / Account	Qty	Unit Price	Net Price
001 MULCHING OF GRELOT ROAD CENTER MEDIAN FROM UNIVERSITY BLVD TO CODY ROAD. VENDOR TO REMOVE DEBRIS AND APPLY NEW LAYER OF HARD WOOD MULCH OVER THE EXISTING LAYER OF HARDWOOD MULCH. AS PER CITY OF MOBILE BID #5887 AND YOUR QUOTE	1.00 EACH	16732.89000	16732.89

1 1000.40.20.2070.2086.2070.0000.0000.42070. 16732.89

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total 16732.89

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42070.	16732.89	2837786.40
PUBLIC SERVICE MAINTENANCE EXP CONTRACT LABOR		

BID TABULATION FOR BID #5887
MULCHING OF GRELOT ROAD

BEST PRICE SERVICES	\$16,732.89
BUTLER COMPLETE SERVICES	\$27,600.00
HUGHES 360 SERVICES	\$39,950.00
LBC LANDSCAPES	\$52,068.75
STRAIGHT UP TREE SERVICE	\$73,635.80

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**

Typed by: _____ en Buyer: 002

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

DATE 05/31/2024	BID NO. 5887	DEPARTMENT Public Works	Commodities to be delivered F.O.B. Mobile to: To Be Specified
---------------------------	------------------------	-----------------------------------	---

This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Friday, June 21, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	MULCHING OF GRELOT ROAD CENTER MEDIANS Vendor to apply mulch to center medians on Grelot Road between Cody Road and University Boulevard as per the following and attached. Price to spread mulch on all medians on Grelot between Cody and University \$ _____ GENERAL SPECIFICATIONS Vendor to: 1. Remove all trash and garbage debris: trash/garbage, asphalt or concrete chips or pieces; remove all debris in street next to the curb 2. No plants or trees are to be removed. 3. Vendor to spread new mulch no less than 3” thick. 4. Mulch to be mixed hardwood mulch. 5. Mulch to be spread so that it does not wash into street. 6. Street to be swept clean so there is no debris in area of the center curbing. 7. Vendor to provide traffic control as per the MUTCD. Any questions should be directed to purchasing@cityofmobile.org prior to 5:00pm on Wednesday, June 12, 2024. Page 1 of 2					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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. <u>CONE OF SILENCE</u>. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Vendor to coordinate all work with the City of Mobile, Public Services Department, Program Manager, or other Engineering Department authorized representative. All work shall be sheduled to minimize the disturbance and interruption of the flow of traffic and public.

All work performed will use only skilled laborers. Laborers shall be properly supervised.

The City shall not prohibit vendor from performing work herein during a normal work day. For this provision a "normal work day" is defined as any business day between the hours of 8:30 a.m. and 4:00 p.m. due to traffic.

The Owner or Contractor may terminate the bid upon five (5) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools, and reasonable overhead. The Owner shall not make payment to the Contractor for profit or damages as a result of terminating the Bid.

Work Site Clean Up:

The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each work day and at the completion of the project.

The City of Mobile will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

Traffic Control

If you will be working in the roadway or performing any activities that will affect traffic, you must submit a Traffic Control Plan at least two full working days prior to proceeding. You may contact Butch Ladner at (251) 208-2960 to discuss traffic control requirements.

Be prepared to assist motorists with flagging per MUTCD guidelines if needed (if you are working close to but not in the roadway). Be aware that if you are working close to the roadway, but not actually in the road, that some flagging may be needed if motorists cannot see oncoming traffic due to your equipment blocking the line of sight. You can find MUTCD information at www.mutcd.fhwa.dot.gov, or you may contact Butch Ladner at (251) 208-2972 (City of Mobile Traffic Engineering) for questions or assistance.

If you are unfamiliar with MUTCD requirements and need help with preparing a traffic control plan, or if you need to rent equipment, you may use one of these traffic control companies.

Local traffic control contractors:

1. Detour Construction, 251-331-9522, email: detour@bellsouth.net
2. Hutchinson, Moore and Rauch, 251-380-8748, email: rac@hmrengineers.com, PLANS ONLY, NO EQUIPMENT
3. Lloyd Hughes & Associates, 251-422-4751, email: lhughes55@hotmail.com
4. T-Zone Technologies, Inc., 251-973-9508, rwhitworth@tzonetechnologies.com

We need to see site specific conditions on the plan including any cross streets and driveways that are within the traffic control zone (i.e. between the first signs posted in each direction).

Generally, the sign spacing should be 100' apart for roads with speed limits under 40 MPH. For 40 MPH and above, please space the signs 350' apart.

Show the taper lengths and barrel spacing.

When using Message/Arrow boards, place them either on the side of the road or behind the last barrel in the taper.



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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 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 Silverado MD truck chassis for Traffic Engineering.
Motor Pool Capital

Amount of Contract:

\$62,105.50

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240627 Donohoo Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Donohoo Chevrolet LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2024 Chevrolet Silverado
MD truck chassis for Traffic Engineering.
Motor Pool Capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$62,105.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed Bid 5889

How many bidders received bid packages (if applicable): 15+web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10010</u>	2024	(F7000) MOTOR POOL	2024 CHEVROLET SILVERADO MD TRUCK CHASSIS FOR TRAFFIC ENGINEERING (SEALED BID 5889)	\$62,105.50	<u>(293039)</u> <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010010-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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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
06/04/24	293039				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2024 9,000 lb GVW 4X2 CREW CAB AND CHASSIS, 4X2, DURAMAX DIESEL ENGINE, WHITE IN COLOR DELIVERED TO THE CITY OF MOBILE. VENDOR TO PROVIDE 2024 CHEVROLET SILVERADO MD ZWDWT 19,500 LB GVW CHASSIS WIT HA DURAMAX 6.6L DIESEL. AS PER CITYOF MOBILE BID #5889 AND YOUR QUOTE. Additional Description Notes ----- 2024 OR NEWER INTERNATIONAL CV515 SFA 2X4 CREW CAB CHASSIS AS FOLLOWS: BASE UNIT WITH THE FOLLOWING ADDITIONAL OPTIONS: UPGRADE FRAME DIMENSIONS; UPGRADE INTERIOR FEATURES; UPGRADE ELECTRICAL OPTIONS; UPGRADE EXTERIOR FEATURES AND OPTIONS; UPGRADE SAFETY FEATURES; UPGRADE REAR SUSPENSION	1.00 EACH	62105.50000	62105.50

AS REQUESTED BY DEPT 2060-TRAFFIC ENG.

1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02060 .VEHICLEEXP.	62105.50
--	----------

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

Deliver To
 MUNICIPAL GARAGE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010010-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
---	--	--------

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
06/04/24	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 62105.50

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

Account	Amount	Remaining Budget
E MP02060 .VEHICLEEXP.	62105.50	96812.01

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	62105.50	11023512.51
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Cancelled	06/27/24	JOHN PAINE	GL Allocation changed
Approved	06/05/24	CHARLES SUMRALL	Approve with 6.6 Diesel Engine
Approved	06/05/24	SHONNDA SMITH	
Approved	06/05/24	CHERI BOUCHER	Auto approved by: 910518244
Queued	06/27/24	CHARLES SUMRALL	Auto approved by: 910518244
Pending		SHONNDA SMITH	Auto approved by: 910518244
Pending		CHERI BOUCHER	Auto approved by: 910518244
Pending		DONALD ROSE	Auto approved by: 910518244
Pending		SANDRA LEWIS	Auto approved by: 910518244
Pending		STEVEN KRONINGER	Auto approved by: 910518244
Pending		SAMANTHA COOLEY	Auto approved by: 910518244
Pending		JOHN PAINE	Auto approved by: 910518244
Pending		MICHAEL SPAFFORD	Auto approved by: 910518244

=====	=====
Bill To	Requisition 00010010-00 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
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

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/04/24	293039				MOTOR POOL
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5889
NEW 19,000 LB GVW CREW CAB & CHASSIS

DONOHOO CHEVROLET	\$62,105.50	CHEVY SILVERADO MDZWDWT
WARD INTERNATIONAL	\$74,935.00	INTERNATIONAL CV515
BUSTER MILES FORD	\$77,900.00	FORD F450 4X4
BUSTER MILES FORD	\$79,000.00	FORD F450 4X4
SOUTHERN BELLE SUPPLY	\$78,988.00	RAM 5500
EMPIRE TRUCK SALES	\$101,911.00	EMPIRE M2

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**

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 delivered F.O.B. Mobile to:
06/12/2024	5889	MOTOR POOL	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, WEDNESDAY, JUNE 26, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1-3	NEW 19,000 LB GVW CREW CAB AND CHASSIS					
	19,000 lb GVW 4x2 crew cab and chassis with diesel engine as per the following and attached specifications.					
	Make _____ Model _____					
	GVW _____ Engine _____					
	Approximate time to deliver after receipt of order _____					
	Upon award, the City will purchase a minimum of one (1) 19,000 lb GVW 4x2 cab and chassis.					
	Delivery will be a consideration in the award of this bid.					
			TOTAL			

Page 1 of 2

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS

19,000 lb GVW chassis

Crew cab

4x2

Diesel engine – Cummins or Duramax brand diesels only

Automatic transmission

Factory-mounted receiver hitch, 2” or larger

Trailer wiring package for 4 and 7 pin connectors

Cab to axle – 84 inches

Cab to end of frame – 10 ft, 8 inches

Dual wheels

Cab to be white in color

Vinyl seats

Air conditioning

Electric windows

Electric door locks

City will mount 11-foot body to chassis upon delivery to the City of Mobile.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Environmental Systems Research Institute, Inc for one-year subscription to ESRI Advantage consulting, support, and training services for GIS. General fund.

Amount of Contract:

\$74,300.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240625 ESRI Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Environmental Systems Research Institute, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Environmental Systems Research Institute, Inc for
one-year subscription to ESRI Advantage consulting, support, and training services for GIS.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$74,300.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service, sole source for supporting ESRI software products.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10172</u>	2024	(5000) INFORMATION TECHNOLOGY	ONE-YEAR SUBSCRIPTION TO ESRI ADVANTAGE CONSULTING, SUPPORT AND TRAINING SERVICES FOR GIS (PROFESSIONAL SERVICE, SOLE SOURCE)	\$74,300.00	<u>(050080)</u> <u>ENVIRONMENTAL</u> <u>SYSTEMS</u> <u>REASEARCH</u> <u>INSTITUTE INC</u>

Adopted:

City Clerk

Bill To	Requisition 00010172-00 FY 2024
ACCOUNTS PAYABLE	PO 24009824
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted
	Page 1

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTMIT	651 CHURCH STREET
380 NEW YORK ST	
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	Delivery Reference
Fax 909-307-3083	PAT CREAMER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/24	050080				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #Q-515190.

001	Esri Advantage Program: 50 Learning and Service Credits - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. (INCLUDES A ONE-DAY ANNUAL PLANNING SESSION; UP TO 100 ADVISOR HOURS; QUARTERLY TECHNOLOGY WEBCASTS AND 50 LEARNING AND SERVICE CREDITS.) THIS IS A SITE-WIDE UPGRADE WHICH REQUIRES ALL INTERFACES WITH OTHER PROGRAMS TO BE UPDATED AND INTEGRATED.	1.00 EACH	74300.00000	74300.00
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The Above Line Item Is For Department: GIS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010172-00 FY 2024 PO 24009824 Acct No: 1000.10.23.5000.5000.5000.0000.0000.45060. Review: Buyer: 9105fo1a Status: Converted	Page 2
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Vendor ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTMIT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	Ship To 651 CHURCH STREET MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG Delivery Reference PAT CREAMER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/24	050080				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
1 1000.10.23.5000.5000.5000.0000.0000.45060.			74300.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Requisition Link

Requisition Total 74300.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.45060.	74300.00	524762.83
INFORMATION TECHNOLOGY EXP TRAINING		

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

Activity	Date	Clerk	Comment
Approved	06/18/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	06/18/24	SCOTT KEARNEY	
Approved	06/18/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	06/20/24	DONALD ROSE	Approved by: 9105fo1a
Approved	06/20/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/20/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/20/24	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00010172-00 FY 2024
ACCOUNTS PAYABLE	PO 24009824
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted
	Page 3

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	MIT
380 NEW YORK ST	651 CHURCH STREET
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	Delivery Reference
Fax 909-307-3083	PAT CREAMER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/07/24	050080				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/20/24 JOHN PAINE		Auto approved by: 910516727	
Approved	06/20/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____

Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Ingram Equipment Co LLC for three grapple swivel assemblies for Pac-Mac trash knuckleboom trucks.

Amount of Contract:

\$20,778.50

Funding Source

General fund.

ATTACHMENTS:

1. 20240625 Ingram Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Ingram Equipment Co LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ingram Equipment Co LLC for three grapple swivel assemblies for Pac-Mac trash knuckleboom trucks.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,778.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Parts sourced through Pac-Mac dealer.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10863</u>	2024	(2050) FLEET MANAGEMENT-GARAGE	3 KNUCKLEBOOM GRAPPLE SWIVEL ASSEMBLIES FOR MUNICIPAL GARAGE (PRICE BELOW BID REQUIREMENT, SOURCED FROM PACMAC DEALER)	\$20,778.50	<u>(270465)</u> <u>INGRAM</u> <u>EQUIPMENT CO</u> <u>LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010863-00 FY 2024 Acct No: 1000.00.00.0000.0000.0000.0000.14882. Review: Buyer: 9105spam Status: Released	Page 1
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Vendor INGRAM EQUIPMENT CO LLC 11 MONROE DR PELHAM, AL 35124 Tel#205-663-3946 Fax 205-663-4816	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference JOHN EVANS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	270465				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

NGPO#:PO-08582				
001	GRAPPLE SWIVEL ASSEMBLY - KB3710	3.00	6859.50000	20578.50
	Inventory Item/Loc 18793	EACH		
1	1000.00.00.0000.0000.0000.0000.14882.			20578.50
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	FREIGHT	1.00	200.00000	200.00
	Additional Description Notes	LOT		

ESTIMATE 000387				
1	7000.40.20.0000.0000.2070.0000.0000.45050.			200.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010863-00 FY 2024 Acct No: 1000.00.00.0000.0000.0000.0000.14882. Review: Buyer: 9105spam Status: Released	Page 2
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Vendor INGRAM EQUIPMENT CO LLC 11 MONROE DR PELHAM, AL 35124 Tel#205-663-3946 Fax 205-663-4816	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference JOHN EVANS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	270465				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference JOHN EVANS Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference JOHN EVANS			

[Requisition Link](#)

Requisition Total	20778.50
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.00.00.0000.0000.0000.0000.14882.	20578.50	
GENERAL FUND BALANCE		
7000.40.20.0000.0000.2070.0000.0000.45050.		
	200.00	11031086.93
MOTOR POOL EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	06/25/24	CHARLES SUMRALL	
Queued	06/25/24	SHONNDA SMITH	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 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 Semoice Technology and Prologic ITS LLC for security cameras and mounts for MPD.

Amount of Contract:

\$61,572.30

Funding Source

BJA FY23 Justice Assistance Grant

ATTACHMENTS:

1. 20240627 Cameras Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders for MPD Security Cameras

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to Semoice Technology and Prologic ITS LLC for security
cameras and mounts for MPD.
BJA FY23 Justice Assistance Grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$61,572.30

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed Bid 5886

How many bidders received bid packages (if applicable): 9+web

How many bidders submitted bids (if applicable): 9

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>6895</u>	2024	(1530) POLICE ADMIN SERVICES	SECURITY CAMERAS AND MOUNTS FOR MPD (SEALED BID 5886)	\$61,572.30	<u>(299175)</u> <u>SEMOICE</u> <u>TECHNOLOGY</u> <u>(LINES 1-3);</u> <u>(297124)</u> <u>PROLOGIC ITS</u> <u>LLC (LINES 4-5)</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006895-00 FY 2024 Acct No: 5307.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 PER BID #5886 AND YOUR QUOTE. AXIS T8154 60W SFP MIDSPAN PART NUMBER: 02740-004 Vendor Item	15.00 EACH	150.47000	2257.05
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1 5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.	2257.05
--	---------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002 Q6010E/20MP/360/MULTISEN/IP66 PART NUMBER:01981-001 Vendor Item	15.00 EACH	1298.09000	19471.35
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1 5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.	19471.35
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006895-00 FY 2024 Acct No: 5307.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--------	--

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003	Q6075-E/1080P/PTZ/X40/IP67 PART NUMBER: 017252-004 Vendor Item	15.00 EACH	2400.95000	36014.25
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1	5307.30.15.0000.0000.1530.0000.0000.47010. E G-JAGCTY23.CAPEQUIPMT.			36014.25
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

004	T91G61 WALL MOUNT PART NUMBER:	15.00	160.67000	2410.05
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006895-00 FY 2024 Acct No: 5307.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 4
Vendor	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606	

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 61572.30

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

Account	Amount	Remaining Budget
E G-JAGCTY23.CAPEQUIPMT.	61572.30	16932.45

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

Account	Amount	Remaining Budget
5307.30.15.0000.0000.1530.0000.0000.47010.	61572.30	
JAG GRANTS EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	06/20/24	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	03/25/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	03/25/24	LAPORTSIA NETTLES	
Approved	03/25/24	SHAUNAGYE SIMMS	Auto approved by: 910520251
Approved	03/25/24	RANDY THREADGILL	Auto approved by: 910520251
Approved	06/21/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	06/21/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	06/21/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	06/21/24	RANDY THREADGILL	
Approved	06/25/24	DONALD ROSE	Approved by: 9105fola
Approved	06/25/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/25/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/25/24	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006895-00 FY 2024 Acct No: 5307.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved
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Page 5

Vendor	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	00000				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/25/24 JOHN PAINE		Auto approved by: 910516727	
Approved	06/25/24 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

BID 5886

BID TABULATION

Vendor	Discount	ITEM 1					ITEM 2					ITEM 3					ITEM 4					ITEM 5				
		DAYS ARO																								
ADVANCED INTEGRATED SECURITY	0	7					\$180.86	\$1,560.60	2944.66	197.02	116.09															
THE DANIEL GROUP	0	14					\$212.08	\$1,925.00	\$3,299.00	\$226.00	\$132.00															
GRAYBAR	0	30					\$187.00	\$1,609.63	\$2,951.74	\$195.95	\$115.42															
GUARDIAN INTEGRATORS	2%/20	30					\$232.87	\$1,978.90	\$3,538.18	\$250.53	\$145.83															
PROLOGIC ITS LLC	0	28					\$153.33	\$1,319.85	\$2,420.35	\$160.67	\$94.64															
SELCOM	2%/20	7					\$184.50	\$1,587.12	\$2,910.44	\$193.24	\$113.82															
SEMOICE	0	3					\$150.47	\$1,298.09	\$2,400.95	\$163.60	\$96.36															
SIERRA STAR SOLUTIONS	0	30					\$304.99	\$2,635.99	\$4,217.99	\$322.99	\$188.99															
STEM CONSULTANTS	.75%/20	7					\$153.37	\$1,322.87	\$2,420.28	\$161.72	\$95.40															

297124

299175

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

Typed by: en Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
05/29/2024	5886	Police Dept	2460 Government St, Mobile, AL 36606

This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Thursday, June 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURVEILLANCE CAMERAS AND EQUIPMENT					
	The City of Mobile is requesting bids on the following AXIS Security Cameras and equipment.					
	Item 1					
14-200	Midspan compact, plug-and-play media converter with PoE, 60 watt SPF MIDSPAN, AXIS T8154, Part number: 02740-004.					
	Providing: _____ Price: _____					
	Item 2					
14-200	Quad Camera, Q6010E/20MP/360/MULTISEN/IP66 Part number: 01981-001.					
	Providing: _____ Price: _____					
	Item 3					
14-200	Camera PTZ, Q6075-E/1080P/PTZ/X40/1P67 Part number: 017252-004.					
	Providing: _____ Price: _____					
	Item 4					
14-200	Wall mount, T91G61. Part number: 5506-951.					
	Providing: _____ Price: _____					
	Item 5					
14-200	Pole mount, T91B57, POLE MNT 100-410MM, Part number: 01470-001.					
	Providing: _____ Price: _____					
	Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 No substitutions will be accepted unless the requested product has been discontinued. Provide literature and specifications for any substitutions. Prices are to be firm and FOB Destination. Exact quantities to be purchased cannot be determined at this time. The City intends to purchase 14 of each item (initially) upon award of this bid. Pricing to be held firm for a 6-month period. This bid can be extended for up to five (5) additional six (6) month periods upon the approval of the vendor and the City of Mobile. State estimated delivery of each item after receipt of a Purchase Order. These items are needed immediately, so delivery may be a consideration in the award of this bid. State delivery estimate: days ARO (after receipt of order) Item 1: _____ days ARO Item 2: _____ days ARO Item 3: _____ days ARO Item 4: _____ days ARO Item 5: _____ days ARO 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.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Be sure that the bid number is clearly marked on the outside of the envelope and that you have signed the bid! THIS BID IS TO BE AWARDED ON AN ITEM BASIS A SAM registration is required to bid on government contracts and to receive grants (SAM.gov). A SAM registration is required for any entity to bid on and get paid for federal contracts or to receive federal grant funds. List your SAM registration # _____ If you have any questions, please feel contact the Purchasing Department at purchasing@cityofmobile.org no later than noon on June 10, 2024.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

Additional Terms Relating to Purchases with Federal Grant Awards

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

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

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

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

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

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

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

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

7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,

partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to Shaw Contract Flooring Services Inc for replacement flooring for Cruise Terminal first floor lobby.

Amount of Contract:

\$23,364.93

Funding Source

Capital - Cruise Flooring, EL, Cabins & Lobbies

ATTACHMENTS:

1. 20240625 Shaw Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 2 July 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Shaw Contract Flooring Services, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Shaw Contract Flooring Services Inc for replacement
flooring for Cruise Terminal first floor lobby.
Capital - Cruise Flooring, EL, Cabins & Lobbies

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,364.93

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10748</u>	2024	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR CRUISE TERMINAL 1 ST FLOOR LOBBY FLOORING (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$23,364.93	<u>(293037) SHAW CONTRACT FLOORING SERVICES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER YOUR CONTRACT SOURCEWELL #061323-SII.				
001	5T031 - welcome II EcoWorx Tile 24" x 24"31557/Sterling	250.67	53.66000	13450.95
		SQUAREYARD		
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			13450.95
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER				
002	5000 - Carpet Tile Adhesive	2.00	111.53000	223.06
		EACH		
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			223.06

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
003 Carpet Demolition (standard)	250.00 SQUAREYARD	3.33000	832.50
1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			832.50
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

004 Carpet Disposal	250.00 EACH	1.33000	332.50
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			332.50
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

005 Carpet Tile Installation	250.00 SQUAREYARD	7.55000	1887.50
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1 2000.80.00.0000.0000.0000.0000.48010.	
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 4
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0644	.CONSTRUCTN.	.		1887.50

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
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Deliver To
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 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

006 Furniture Removal and Replacement	3.00 SQUAREYARD	60.50000	181.50
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1 2000.80.00.0000.0000.0000.0000.48010.		181.50
E C0644 .CONSTRUCTN.	.	

Ship To
 CRUISE TERMINAL
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 MOBILE, AL 36602
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Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Page 5

Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
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 Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

007 Skimcoat - Labor & Materials	2250.00 EACH	1.60000	3600.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			3600.00
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

008 Mositure Testing	1.00 EACH	200.00000	200.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 6
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			200.00

Ship To
 CRUISE TERMINAL
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 MOBILE, AL 36602
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Deliver To
 CRUISE TERMINAL
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 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

009	Hourly Rates for Services Not Listed	15.00 HOUR	55.00000	825.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			825.00

Ship To
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 Delivery Reference
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

010 Supplemental Benefits	15.00 EACH	25.00000	375.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.		375.00
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
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Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

011 Reimbursement of taxes imposed on the contractor. The contract price	1.00 EACH	1123.73000	1123.73
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 8
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1123.73

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

012 FREIGHT	1.00 EACH	333.19000	333.19
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Additional Description Notes

PER YOUR QUOTE: #203712;JOB#180108 DATED 06/07/24
 SOURCEWELL CONTRACT #061323-SII

FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083
 Vendor Item
 Inventory Item/Loc 14009

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved	Page 9
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Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-625-7943 Fax 706-625-7964	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			333.19

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 23364.93

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

Account	Amount	Remaining Budget
E C0644 .CONSTRUCTN.	23364.93	22790.20

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	23364.93	11031086.93

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010748-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved
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Page 10

Vendor SHAW CONTRACT FLOORING SERVICES INC SHAW SPORTS TURF 185 SOUTH INDUSTRIAL BLVD CALHOUN, GA 30701	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
--	---

Tel#706-625-7943 Fax 706-625-7964	Delivery Reference BRENDA PARKER
--------------------------------------	--

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/20/24	293037				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk	Comment		
Approved 06/21/24 BRENDA RHODES			
Approved 06/21/24 TIFFANY HOLLINS			Auto approved by: 910511034
Approved 06/21/24 RELYA MALLORY			Auto approved by: 910511034
Approved 06/25/24 DONALD ROSE			Auto approved by: 9105paij
Approved 06/25/24 SANDRA LEWIS			Auto approved by: 9105paij
Approved 06/25/24 STEVEN KRONINGER			Auto approved by: 9105paij
Approved 06/25/24 SAMANTHA COOLEY			Auto approved by: 9105paij
Approved 06/25/24 JOHN PAINE			Approved by: 9105neej
Approved 06/25/24 MICHAEL SPAFFORD			Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

ShawContract

Carpet and floor covering

#080819-SII

Maturity Date: 10/11/2024

Sourcewell 

Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 080819-SII gives access to the following types of goods and services:

- Carpet
- Carpet tile
- Broadloom
- Hospitality custom
- Hard surface
- Specialty products
- Static dissipative
- Sundries
- Weld rods
- Wall covering
- Technical
- Maintenance

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repair to 2020 Chevrolet Tahoe PPV SUV. Wreck occurred in spring 2022 - insurance settlement delayed purchase of repair.
Motor Pool capital.

Amount of Contract:

\$25,286.86

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20240625 UJ Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 2 July 2024 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to U J Chevrolet Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repair to 2020 Chevrolet Tahoe PPV SUV. Wreck occurred in spring 2022 - insurance settlement delayed purchase of repair. Motor Pool capital.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$25,286.86

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Garage body repair vendor rotation pool.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10944</u>	2024	(2050) FLEET MANAGEMENT – GARAGE	WRECK REPAIR FOR 2020 CHEVROLET TAHOE PPV SUV (PRICE BELOW BID REQUIREMENT)	\$25,286.86	<u>(210000) U J</u> <u>CHEVROLET CO</u> <u>INC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010944-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Released	Page 1
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
NGPO#:PO-08648				
001	00110-wreck Repair	1.00	25286.86000	25286.86
Additional Description Notes				
QUOTE ID: 135076700, 4/30/24				
1	7000.40.20.0000.0000.2070.0000.0000.45050.			25286.86
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				

[Requisition Link](#)

Requisition Total 25286.86

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	25286.86	11042389.90
MOTOR POOL EXP		
REPAIR PARTS		

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00010944-00 FY 2024 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Released	Page 2
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Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference CHARLES SUMRALL Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/24	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 06/25/24 CHARLES SUMRALL			Accident Repair
	Queued 06/25/24 SHONNDA SMITH			Accident Repair
	Queued 06/25/24 CHERI BOUCHER			Accident Repair
	Pending DONALD ROSE			Accident Repair
	Pending SANDRA LEWIS			Accident Repair
	Pending STEVEN KRONINGER			Accident Repair
	Pending SAMANTHA COOLEY			Accident Repair
	Pending JOHN PAINE			Accident Repair
	Pending MICHAEL SPAFFORD			Accident Repair

Authorized By: _____ Date: _____
 Signature



U - J CHEVROLET

"MOBILE'S OLDEST GM DEALER"
7581 AIRPORT BLVD., PO BOX 850189, MOBILE,
AL 36608
Phone: (251) 633-3321
FAX: (251) 544-4453

10944

Workfile ID: e4f49b38
PartsShare: 6M6zSL
Federal ID: 63-0268427

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

Written By: Dale McManus

Insured: CITY OF MOBILE 76168
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #: 76168
Days to Repair: 0

Owner:
CITY OF MOBILE 76168

Inspection Location:
U - J CHEVROLET
7581 AIRPORT BLVD.
PO BOX 850189
MOBILE, AL 36608
Repair Facility
(251) 633-3321 Business

Insurance Company:
PO# 22010097-00

VEHICLE

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN: 1GNLCDEC9LR297145	Interior Color: BLACK	Mileage In: 17,566	Vehicle Out:
License: 67867MU	Exterior Color: WHITE	Mileage Out:	
State: AL	Production Date: 3/2020	Condition: Good	Job #: 563983

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Hands Free Device
Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		VEHICLE DIAGNOSTICS					
2	*	Rpr Pre-repair scan				m 1.0 M	
3	*	Rpr Post-repair scan				m 1.0 M	
4		FRONT BUMPER					
5		O/H front bumper				2.5	
6		Repl Bumper cover w/o park asst	84408068	1	649.95	Incl.	2.8
7		Add for Clear Coat					1.1
8	#	Refn Prep Unprimed Bumper					0.7
9	S01	Repl RT Filler panel	22936500	1	46.33	Incl.	
10		Repl Bumper cover bracket	22936479	1	21.75		
11		Repl LT Bumper cover guide	22806322	1	22.57		
12		Repl LT Trim cover w/o fog lamps	22936497	1	38.22	Incl.	
13		Repl LT Filler panel	22936499	1	43.67	Incl.	
14	S01	Repl Lower molding w/o adaptive cruise w/o tow hooks	22936496	1	106.12	Incl.	
15		Repl Air deflector w/Police pkg	23365760	1	625.95	0.4	
16		Repl Impact bar	23195058	1	499.95	0.3	
17	#	Repl Push Bar		1	1,185.58	2.0	
18	#	Rpr Add For Wiring				2.0	
19	S01	Repl RT Trim cover w/o fog lamps	22936498	1	46.93	Incl.	
open	S01	Repl RT Bumper cover guide	22806323	1	28.90	0.1	
open	S01	Repl Air deflector U-nut	11515638	10	66.40		
open	S01	Repl Air deflector bolt	11570637	10	67.50		
23		GRILLE					
24	S01	Repl Grille assy standard w/gold emblem	84724084	1	649.95	Incl.	
25		FRONT LAMPS					
open	S01	Repl RT Headlamp assy w/o HID lamps w/o RST pkg	87842735	1	1,238.90	Incl.	
27	S01	Repl LT Headlamp assy w/HID lamps w/o RST pkg	87842734	1	1,299.95	Incl.	
28		Aim headlamps				0.5	
29		ELECTRICAL					
open	S01	Repl Battery	SEE FOOTNOTE	1		m Incl. M	
31		RADIATOR SUPPORT					
32	S01	Repl Radiator support	85545442	1	489.18	7.4	
33		Evacuate & recharge				m 1.4 M	
34		Add for trans cooler				m 0.3 M	
35		HOOD					
36		Repl Hood	84348410	1	1,250.00	1.1	3.3
37		Add for Clear Coat					1.3
38		Add for Underside(Complete)					1.6
39		Repl Latch assy	84690209	1	78.45	Incl.	

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

40		Repl	Front seal	20963560	1	50.42	Incl.	
41	WINDSHIELD							
42	*	Repl	Windshield GM, w/o heads up display w/o lane keeper	84352101	1	584.27	<u>0.0</u>	
43	#	Subl	Install Windshield		1	125.00	X	
44	#	Repl	URETHANE KIT		1	25.00		
45	FENDER							
46	*	S01	Repl	LT Fender liner Tahoe w/o Z71 pkg	23365761	1	<u>263.19</u>	0.3
47		Repl	LT Fender reinforcement	22814873	1	13.85		0.1
48	*	S01	Repl	LT Fender brace	22805755	1	<u>31.33</u>	
49		S01	R&I	RT R&I fender assy				3.0
50	*	Blnd	RT Fender Tahoe					<u>1.1</u>
51		R&I	RT Fender liner Tahoe w/o Z71 pkg				Incl.	
52	FRONT DOOR							
53	*	Rpr	LT Door shell Tahoe & Yukon				<u>3.0</u>	2.1
54			Overlap Major Non-Adj. Panel					-0.2
55			Add for Clear Coat					0.4
56	#	S01	Rpr	Prime & Block Panel				0.5
57		R&I	LT Belt molding black					0.3
58		R&I	LT Upper molding black					0.2
59		R&I	LT Applique					0.2
60		R&I	LT R&I mirror					0.4
61		R&I	LT Door glass GM Tahoe					0.5
62		R&I	LT Window regulator					0.4
63		R&I	LT Handle, outside body color, w/o chrome w/o passive					0.4
64		R&I	LT R&I trim panel					0.4
65	#	Rpr	SET Up & Measure					2.0
66	#	Rpr	Rough Pull					3.0 F
67	#	Rpr	Remove Lettering					2.0
68	#	Repl	COVER CAR FOR PROTECTION		1	12.00	X	
69	FRAME							
70	*	S01	Repl	Frame assy	84135724	1	5,123.85	<u>0.0</u>
71		S01		Aim distance sensor			m	0.5 M
72		S01		Refrigerant recovery			m	0.4 M
73		S01		Add for trans cooler			m	0.3 M
74	#	S01	Subl	Labor to Install Frame		1	5,859.00	X
75			OTHER CHARGES					
76	#		E.P.C.		1	5.00		
SUBTOTALS						20,549.16	37.9	14.2

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			14,548.16
Body Labor	30.0 hrs @	\$ 70.00 /hr	2,100.00
Paint Labor	14.2 hrs @	\$ 70.00 /hr	994.00
Mechanical Labor	4.9 hrs @	\$ 90.00 /hr	441.00
Frame Labor	3.0 hrs @	\$ 150.00 /hr	450.00
Paint Supplies	14.2 hrs @	\$ 45.00 /hr	639.00
Body Supplies	37.9 hrs @	\$ 3.00 /hr	113.70
Miscellaneous			5,996.00
Other Charges			5.00
Subtotal			25,286.86
Grand Total			25,286.86
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			25,286.86

MyPriceLink Estimate ID / Quote ID:

954084365275504640 / 135076700

Charles Farnsworth
6/25/2024

Please Move Forward

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

SUPPLEMENT SUMMARY

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items								
43			Repl LT Fender liner Tahoe w/o Z71 pkg	22806316	1	-109.12	Incl.	
46	*	S01	Repl LT Fender liner Tahoe w/o Z71 pkg	23365761	1	<u>263.19</u>	0.3	
45			Repl LT Fender brace	22805755	1	-29.78		
48	*	S01	Repl LT Fender brace	22805755	1	<u>31.33</u>		
47			R&I RT Fender liner Tahoe w/o Z71 pkg				-0.3	
51		S01	R&I RT Fender liner Tahoe w/o Z71 pkg				Incl.	
50			Overlap Major Adj. Panel					0.4
54		S01	Overlap Major Non-Adj. Panel					-0.2
51			Add for Clear Coat					-0.3
55		S01	Add for Clear Coat					0.4
Deleted Items								
38			Repl LT Fender Tahoe	84216909	1	-840.00	-2.6	-2.2
39			Overlap Major Adj. Panel					0.4
40			Add for Clear Coat					-0.4
41			Add for Edging					-0.5
42			Add for Inside					-1.0
60	FRAME							
61	*		Repl LT Bumper bracket	23212858	1	-127.03	<u>-1.0</u>	
62			Repl LT Rail end	22833932	1	-136.17	-1.3 F	
63	#		Rpr Lt Frame Rail				-3.0 F	
Added Items								
9		S01	Repl RT Filler panel	22936500	1	46.33	Incl.	
19		S01	Repl RT Trim cover w/o fog lamps	22936498	1	46.93	Incl.	
open		S01	Repl RT Bumper cover guide	22806323	1	28.90	0.1	
open		S01	Repl Air deflector U-nut	11515638	10	66.40		
open		S01	Repl Air deflector bolt	11570637	10	67.50		
open		S01	Repl RT Headlamp assy w/o HID lamps w/o RST pkg	87842735	1	1,238.90	Incl.	
29	ELECTRICAL							
open		S01	Repl Battery	SEE FOOTNOTE	1	m	Incl. M	
49		S01	R&I RT R&I fender assy				3.0	
56	#	S01	Rpr Prime & Block Panel				0.5	
69	FRAME							
70	*	S01	Repl Frame assy	84135724	1	5,123.85	<u>0.0</u>	
71		S01	Aim distance sensor			m	0.5 M	
72		S01	Refrigerant recovery			m	0.4 M	
73		S01	Add for trans cooler			m	0.3 M	

Preliminary Supplement 1 with Summary

Customer: CITY OF MOBILE 76168

Job Number: 563983

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

74	#	S01	Subl	Labor to Install Frame	1	5,859.00	X	
SUBTOTALS						11,530.23	-3.1	-3.4

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			5,671.23
Body Labor			0.00
Paint Labor	-3.4 hrs @	\$ 70.00 /hr	-238.00
Mechanical Labor	1.2 hrs @	\$ 90.00 /hr	108.00
Frame Labor	-4.3 hrs @	\$ 150.00 /hr	-645.00
Body Supplies	-3.1 hrs @	\$ 3.00 /hr	-9.30
Paint Supplies	-3.4 hrs @	\$ 45.00 /hr	-153.00
Miscellaneous			5,859.00
Subtotal			10,592.93
Total Supplement Amount			10,592.93
NET COST OF SUPPLEMENT			10,592.93

MyPriceLink Estimate ID / Quote ID:

954084365275504640 / 135076700

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	14,693.93	Dale McManus
Supplement S01	10,592.93	Dale McManus
Job Total:	\$ 25,286.86	
INSURANCE PAY:	\$ 25,286.86	

THE ESTIMATE IS BASED ON VISUAL INSPECTION. ANY ADDITIONAL CHARGES FOR WORN OR DAMAGED PARTS WILL BE THE RESPONSIBILITY OF THE PAYING PARTY. ALL PARTS PRICES ARE SUBJECT TO CHANGE. PLEASE REMOVE PERSONAL ITEMS FROM YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR PERSONAL ITEMS LEFT IN VEHICLE.

THANK YOU FOR YOUR BUSINESS!

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.



U - J CHEVROLET

"MOBILE'S OLDEST GM DEALER"
7581 AIRPORT BLVD., PO BOX 850189, MOBILE,
AL 36608
Phone: (251) 633-3321
FAX: (251) 544-4453

Workfile ID: e4f49b38
PartsShare: 6M6zSL
Federal ID: 63-0268427

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

Written By: Dale McManus

Insured: CITY OF MOBILE 76168
Type of Loss:
Point of Impact: 11 Left Front

Policy #: Claim #: 76168
Date of Loss: Days to Repair: 0

Owner:
CITY OF MOBILE 76168

Inspection Location:
U - J CHEVROLET
7581 AIRPORT BLVD.
PO BOX 850189
MOBILE, AL 36608
Repair Facility
(251) 633-3321 Business

Insurance Company:

VEHICLE

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN: 1GNLCDEC9LR297145	Interior Color: BLACK	Mileage In: 17,566	Vehicle Out:
License: 67867MU	Exterior Color: WHITE	Mileage Out:	
State: AL	Production Date: 3/2020	Condition: Good	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Hands Free Device
Positraction

SEATS

Cloth Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailer Package
Running Boards/Side Steps

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		VEHICLE DIAGNOSTICS					
2	*	Rpr Pre-repair scan			m	<u>1.0</u> M	
3	*	Rpr Post-repair scan			m	<u>1.0</u> M	
4		FRONT BUMPER					
5		O/H front bumper				2.5	
6		Repl Bumper cover w/o park asst	84408068	1	649.95	Incl.	2.8
7		Add for Clear Coat					1.1
8	#	Refn Prep Unprimed Bumper					0.7
9		Repl Bumper cover bracket	22936479	1	21.75		
10		Repl LT Bumper cover guide	22806322	1	22.57		
11		Repl LT Trim cover w/o fog lamps	22936497	1	38.22	Incl.	
12		Repl LT Filler panel	22936499	1	43.67	Incl.	
13		Repl Lower molding w/o adaptive cruise w/o tow hooks	22936495	1	106.12	Incl.	
14		Repl Air deflector w/Police pkg	23365760	1	625.95	0.4	
15		Repl Impact bar	23195058	1	499.95	0.3	
16	#	Repl Push Bar		1	1,185.58	2.0	
17	#	Rpr Add For Wiring				2.0	
18		GRILLE					
19		Repl Grille assy standard w/gold emblem	84724083	1	649.95	Incl.	
20		FRONT LAMPS					
21		Repl LT Headlamp assy w/HID lamps w/o RST pkg	84582597	1	1,299.95	Incl.	
22		Aim headlamps				0.5	
23		RADIATOR SUPPORT					
24		Repl Radiator support	84366722	1	489.18	7.4	
25		Evacuate & recharge			m	1.4 M	
26		Add for trans cooler			m	0.3 M	
27		HOOD					
28		Repl Hood	84348410	1	1,250.00	1.1	3.3
29		Add for Clear Coat					1.3
30		Add for Underside(Complete)					1.6
31		Repl Latch assy	84690209	1	78.45	Incl.	
32		Repl Front seal	20963560	1	50.42	Incl.	
33		WINDSHIELD					
34	*	Repl Windshield GM, w/o heads up display w/o lane keeper	84352101	1	584.27	<u>0.0</u>	
35	#	Subl Install Windshield		1	125.00 X		
36	#	Repl URETHANE KIT		1	25.00		
37		FENDER					
38		Repl LT Fender Tahoe	84216909	1	840.00	2.6	2.2
39		Overlap Major Adj. Panel					-0.4

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

40		Add for Clear Coat					0.4
41		Add for Edging					0.5
42		Add for Inside					1.0
43	Repl	LT Fender liner Tahoe w/o Z71 pkg	22806316	1	109.12	Incl.	
44	Repl	LT Fender reinforcement	22814873	1	13.85	0.1	
45	Repl	LT Fender brace	22805755	1	29.78		
46	Blnd	RT Fender Tahoe					1.1
47	R&I	RT Fender liner Tahoe w/o Z71 pkg				0.3	
48	FRONT DOOR						
49	*	Rpr LT Door shell Tahoe & Yukon				<u>3.0</u>	2.1
50		Overlap Major Adj. Panel					-0.4
51		Add for Clear Coat					0.3
52	R&I	LT Belt molding black				0.3	
53	R&I	LT Upper molding black				0.2	
54	R&I	LT Applique				0.2	
55	R&I	LT R&I mirror				0.4	
56	R&I	LT Door glass GM Tahoe				0.5	
57	R&I	LT Window regulator				0.4	
58	R&I	LT Handle, outside body color, w/o chrome w/o passive				0.4	
59	R&I	LT R&I trim panel				0.4	
60	FRAME						
61	*	Repl LT Bumper bracket	23212858	1	127.03	<u>1.0</u>	
62		Repl LT Rail end	22833932	1	136.17	1.3 F	
63	#	Rpr Lt Frame Rail				3.0 F	
64	#	Rpr SET Up & Measure				2.0	
65	#	Rpr Rough Pull				3.0 F	
66	#	Rpr Remove Lettering				2.0	
67	#	Repl COVER CAR FOR PROTECTION		1	12.00 X		
68		OTHER CHARGES					
69	#	E.P.C.		1	5.00		
SUBTOTALS					9,018.93	41.0	17.6

Preliminary Estimate

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					8,876.93
Body Labor	30.0 hrs	@		\$ 70.00 /hr	2,100.00
Paint Labor	17.6 hrs	@		\$ 70.00 /hr	1,232.00
Mechanical Labor	3.7 hrs	@		\$ 90.00 /hr	333.00
Frame Labor	7.3 hrs	@		\$ 150.00 /hr	1,095.00
Paint Supplies	17.6 hrs	@		\$ 45.00 /hr	792.00
Body Supplies	41.0 hrs	@		\$ 3.00 /hr	123.00
Miscellaneous					137.00
Other Charges					5.00
Subtotal					14,693.93
Grand Total					14,693.93
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					14,693.93

MyPriceLink Estimate ID / Quote ID:

954084365275504640 / 105443610

THE ESTIMATE IS BASED ON VISUAL INSPECTION. ANY ADDITIONAL CHARGES FOR WORN OR DAMAGED PARTS WILL BE THE RESPONSIBILITY OF THE PAYING PARTY. ALL PARTS PRICES ARE SUBJECT TO CHANGE. PLEASE REMOVE PERSONAL ITEMS FROM YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR PERSONAL ITEMS LEFT IN VEHICLE.

THANK YOU FOR YOUR BUSINESS!

Customer: CITY OF MOBILE 76168

Job Number:

2020 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC15, CCC Data Date 05/16/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - Crusie Terminal FY 23 Port Security
2. Joint Budget Transfer Request - FY23PSGP

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$21,500 be transferred from capital project C0397 (20002000.94070) Grant Match-Port Security to Project G-PDPORT23 (53095309.93030). These funds will be reallocated and used as match for the FY23 Port Security Grant.

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: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 21,500.00

FROM CAPITAL PROJECT#: C0397

CAPITAL PROJECT NAME: GRANT MATCH-PORT SECURITY

DEPT. PROJECT#: 6020

TO GRANT FUND PROJECT#: G-PDPORT23

PROJECT NAME: FY2023 PORT SECURITY GRANT PROGRAM

ACCT PROJECT STRING#: G-PDPORT23.FROMCAP


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - Crusie Terminal FY 24 Port Security
2. Joint Budget Transfer Request - PSGP Grant Hold Account

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$11,584.51 be transferred from capital project C0397 (20002000.94070) Grant Match-Port Security to Project G-OGMMATCH (50005000.93030). These funds will be reallocated and used as match for the FY24 Port Security Grant.

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: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 11,584.51

FROM CAPITAL PROJECT#: C0397

CAPITAL PROJECT NAME: GRANT MATCH-PORT SECURITY

DEPT. PROJECT#: 6020

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

ACCT PROJECT STRING#: G-OGMMATCH.FROMCAP


Employee signature
Created by B. Rhodes 7/6/2022


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - MIT FY 23 Port Security
2. Joint Budget Transfer Request - MIT FY 23 Port Security
3. Email from Kearney Approving Transfer

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$8,650.61 be transferred from capital project C0620 (20002000.94070) Grant Match-Port Security to Project G-PDPORT23 (53095309.93030). These funds will be reallocated and used as match for the FY23 Port Security Grant.

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: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 8,650.61

FROM CAPITAL PROJECT#: C0620

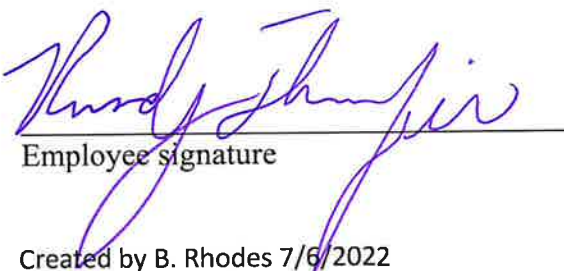
CAPITAL PROJECT NAME: IT TECHNICAL & INFRASTRUCT UPGRADES

DEPT. PROJECT#: 5000

TO GRANT FUND PROJECT#: G-PDPORT23

PROJECT NAME: FY2023 PORT SECURITY GRANT PROGRAM

ACCT PROJECT STRING#: G-PDPORT23.FROMCAP


Employee signature

Approval signature

Created by B. Rhodes 7/6/2022



From: Kearney, Scott <kearney@cityofmobile.org>
Sent: Monday, June 24, 2024 9:20 AM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>; Todd, Ashley <ashley.todd@cityofmobile.org>
Subject: Re: Grant Match Transfer

I approve both transfers. Thanks.

Scott Kearney
Chief Technology Officer
City of Mobile, AL
(251) 208-7942
kearney@cityofmobile.org

From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Monday, June 24, 2024 7:16 AM
To: Kearney, Scott <kearney@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: Grant Match Transfer

Scott,

Please review the attached resolutions. Please respond with your approval or disapproval. I will forward the documents and your email to Capital if approved.

Thank you.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



Levy, Tiffany

From: Threadgill, Randy
Sent: Monday, June 24, 2024 11:51 AM
To: Mallory, Relya
Cc: Levy, Tiffany
Subject: FW: Grant Match Transfer
Attachments: Joint Budget Transfer Request - MIT FY 24 Port Security.pdf; Joint Budget Transfer Request - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 24 Port Security.pdf

Tis the approval line on this form internally used by Capital or should the approving department sign it? I was confused and that's why I asked for the email approval. If I need to get this signed by Scott Kearney before entering, please let me know.

Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Monday, June 24, 2024 10:08 AM
To: Mallory, Relya <mallory@cityofmobile.org>
Cc: Levy, Tiffany <tiffany.levy@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: FW: Grant Match Transfer

Relya,

Please see Scott Kearney's approval below. These joint budget transfer requests and resolutions will be uploaded into CivicPlus asap. I am sending these documents for your review.

Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - MIT FY 24 Port Security
2. Joint Budget Transfer Request - MIT FY 24 Port Security
3. Email from Kearney Approving Transfer

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$4,401.50 be transferred from capital project C0620 (20002000.94070) Grant Match-Port Security to Project G-OGMMATCH (50005000.93030). These funds will be reallocated and used as match for the FY24 Port Security Grant.

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: 06/21/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 4,401.50

FROM CAPITAL PROJECT#: C0620

CAPITAL PROJECT NAME: IT TECHNICAL & INFRASTRUCT UPGRADES

DEPT. PROJECT#: 5000

TO GRANT FUND PROJECT#: G-OGMMATCH

PROJECT NAME: GRANT MATCH HOLDING ACCOUNT

ACCT PROJECT STRING#: G-OGMMATCH.FROMCAP


Employee signature

Approval signature

Created by B. Rhodes 7/6/2022



From: Kearney, Scott <kearney@cityofmobile.org>
Sent: Monday, June 24, 2024 9:20 AM
To: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>; Todd, Ashley <ashley.todd@cityofmobile.org>
Subject: Re: Grant Match Transfer

I approve both transfers. Thanks.

Scott Kearney
Chief Technology Officer
City of Mobile, AL
(251) 208-7942
kearney@cityofmobile.org

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Sent: Monday, June 24, 2024 7:16 AM
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Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: Grant Match Transfer

Scott,

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Thank you.

Randy Threadgill
Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



Levy, Tiffany

From: Threadgill, Randy
Sent: Monday, June 24, 2024 11:51 AM
To: Mallory, Relya
Cc: Levy, Tiffany
Subject: FW: Grant Match Transfer
Attachments: Joint Budget Transfer Request - MIT FY 24 Port Security.pdf; Joint Budget Transfer Request - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 23 Port Security.pdf; Resolution - Transfer of Funds - MIT FY 24 Port Security.pdf

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Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



From: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Sent: Monday, June 24, 2024 10:08 AM
To: Mallory, Relya <mallory@cityofmobile.org>
Cc: Levy, Tiffany <tiffany.levy@cityofmobile.org>; Angle, Laura <laura.angle@cityofmobile.org>
Subject: FW: Grant Match Transfer

Relya,

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Randy Threadgill

Deputy Comptroller
Office of Grants Management
City of Mobile
Phone# (251) 208-7329
Fax# (251) 208-7756
Office#456



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Cory Penn, Councilmember

Mayor Stimpson

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide new underground service to 2442 N. Ridge Rd, as shown in yellow on attached drawing.

Amount of Contract:

N/A

Funding Source

ATTACHMENTS:

1. RES APCO Ridge Rd N
2. AL Power Esmt & Sketch Ridge Rd

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-06-AL24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to 2442 N. Ridge Rd., as shown in yellow on attached drawing.

Adopted:

City Clerk

EASEMENT - DISTRIBUTION FACILITIES
STATE OF ALABAMA
COUNTY OF MOBILE
W.E. # A655306AL24

Parcel No. 72301444

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

WITNESSETH:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

LOT 12 BLK A CEDAR RIDGE SUBD MBK 5 P 287-288 #SEC 44 T4S R1W #MP29 02 44 0 028 **Parcel Number: 2902440028014.000** The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground**. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306AL24** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2024.

W.E. # A655306AL24

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: Blake Jarrett
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, Erica Maize, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13th day of June, 2024.



Erica Maize
Notary Public-State at Large
My Commission Expires: _____

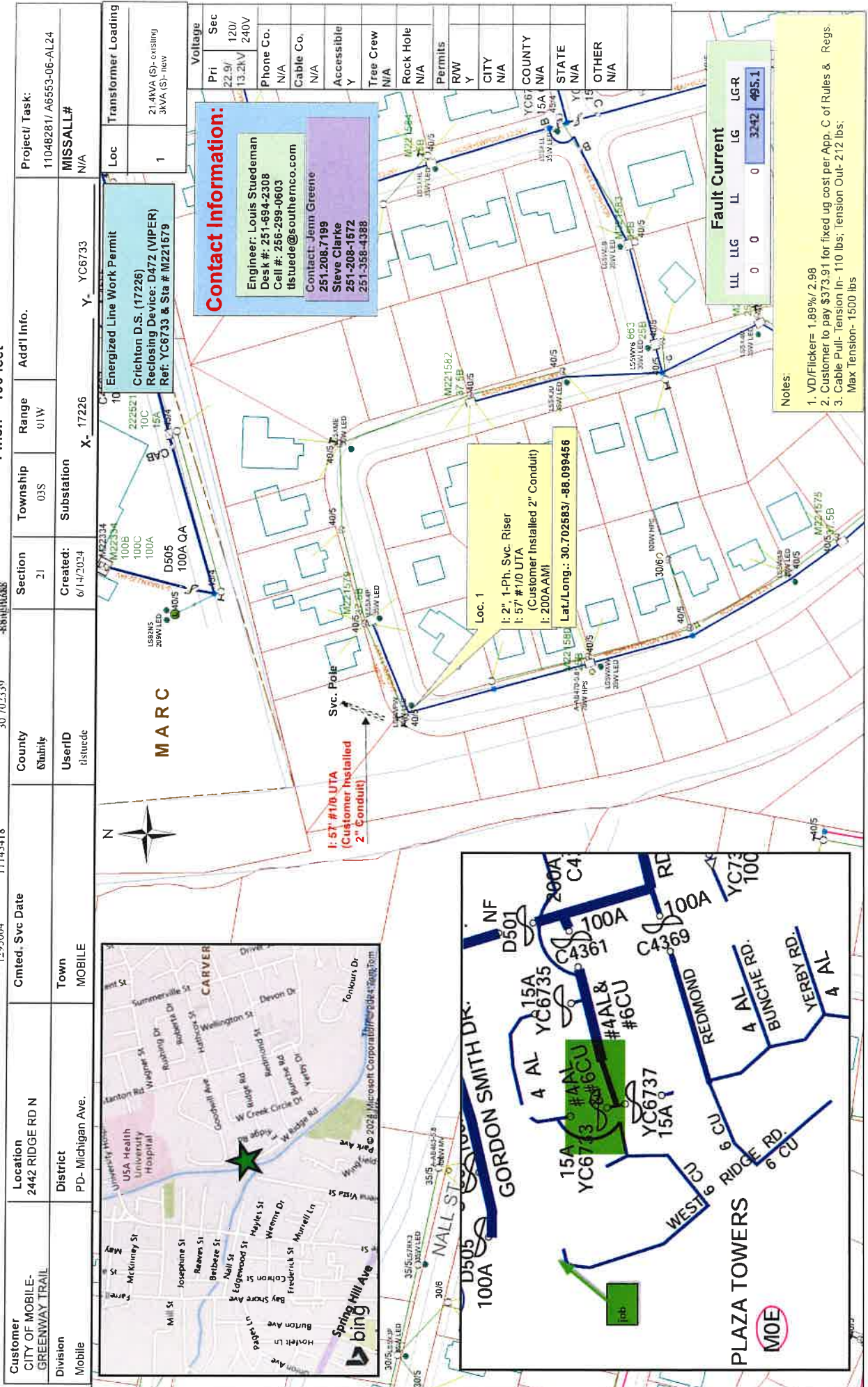
My Commission Expires
August 11, 2025

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1295004
 11145418

Map Center Lat/Long: 30.702339
 -88.099456

1 inch = 100 feet





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation feeWAIVED

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember Josh woods

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of a portion of a service road and City right-of-way located at Knollwood Drive and Medical Park Drive, as per Resolution **47-571** is hereby waived.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

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

Type of application: Restaurant Retail Liquor License

Submitted by: Hollinghead Enterprises, LLC

Location: Ashland Midtown Pub
2453A Old Shell Road
Mobile, AL 36607

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/26/2024	TRANSFER - OWNERSHIP	2024 - 5661	129194	1	July 9, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

HOLLINGHEAD ENTERPRISES LLC

Trade Name (DBA)

ASHLAND MIDTOWN PUB

Location Address

2453A OLD SHELL ROAD

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/26/2024	TRANSFER - OWNERSHIP	2024 - 5661	129194	1	July 9, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

HOLLINGHEAD ENTERPRISES LLC

Trade Name (DBA)

ASHLAND MIDTOWN PUB

Location Address

2453A OLD SHELL ROAD

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: July 1, 2024

Re: Application # 5661 / 2453 Old Shell Rd. Ste. A

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

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

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

The site is located in District # 1, Cory Penn (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5661 DATE 7/9/2024
 APPLICANT HOLLINGHEAD ENTERPRISES LLC
 LOCATION 2453 OLD SHELL RD SUITE A
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/26/2024	TRANSFER - OWNERSHIP	2024 - 5661	129194	1	July 9, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

HOLLINGHEAD ENTERPRISES LLC

Trade Name (DBA)

ASHLAND MIDTOWN PUB

Location Address

2453A OLD SHELL ROAD

City, State, Zip Code

MOBILE AL 36607

Contact Person Information				
Name	Title	POA	Phone	Email
CHRISTIAN C HOLLINGHEAD	OWNER	NO		CHOLLINGHEAD51@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/24/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 06/26/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5661	License Account # 129194	Council District 1	Council Agenda Date July 9, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name HOLLINGHEAD ENTERPRISES LLC			Trade Name (DBA) ASHLAND MIDTOWN PUB		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 03/29/2024	SOS Entity ID 001-128-968	State AL	County MOBILE
Federal Tax ID (FEIN) 99-2338490	Alabama State Sales Tax ID R012158642	Business Phone Number			
Physical Address (Street Address, Suite #) 2453A OLD SHELL ROAD		City MOBILE	State AL	Zip Code 36607	
Mailing Address (Street Address, Suite #, PO Box) 2453A OLD SHELL ROAD		City MOBILE	State AL	Zip Code 36607	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name CHRISTIAN C HOLLINGHEAD	Title OWNER	POA NO	Phone 251-400-XXXX	Email CHOLLINGHEAD51@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name CW LEE VENTURES LLC			Trade Name (DBA) ASHLAND MIDTOWN PUB		
ABC License Type 020 - RESTAURANT RETAIL LIQUOR		License Number 001872249	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name LAKESIDE LLC			Property Owner Phone Number 251-400-XXXX	Property Owner Email RNEAL@INGRREALESTATE.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 1,200	Bldg Seating Capacity 50	Restroom Facilities YES	Patio Area YES	Structure Type ONE STORY	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials CH

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
HOLLINGHEAD, CHRISTIAN COLE		OWNER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
HOLLINGHEAD JR, HENRY LAMAR		OWNER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
				36620	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials CH

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CH

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

CH

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

CH

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

CH

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

CH

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

CH

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

CH

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

Owner/Applicant/POA Printed Name

Christian Hollinghead

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

6/26/24

Title of Person Signing this Application

Member

Sworn to and subscribed before me this **26** day of **June** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

HOLLINGHEAD ENTERPRISES LLC dba ASHLAND MIDTOWN PUB

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at **2453A OLD SHELL ROAD**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

July 9, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

June 26, 2024



ASHLAND MIDTOWN PUB
2453 OLD SHELL ROAD
UNIT A
MOBILE, AL 36607 USA
ACCOUNT NUMBER: 129194 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1816217	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

06/26/2024 08:32AM NICKOL H.
041028-0001

BUSINESS LICENSE

HOLLINGHEAD ENTERPRISES LLC
129194

2024 Item: 1816217

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

*****1028

Ref=9179a43f-8b24-4098-933b-0e9ac93f7785

Auth=875471

Change due \$0.00

Paid by: HOLLINGHEAD/CHRISTIAN



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240521145411943



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE
JW LEE VENTURES LLC
Address: 2453 A OLD SHELL ROAD
MOBILE, AL 36607
Telephone: 251-479-3278

NEW APPLICANT
HOLLINGHEAD ENTERPRISES LLC
Address: 2453A OLD SHELL RD
MOBILE, AL 36607
Telephone: 251-209-0664

Current License No: 001872249

LICENSED PREMISES ADDRESS: 2453A OLD SHELL RD MOBILE, AL 36607

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 30 day of May, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: Chris Lee
Title: Member

Print Name: Christian Hollinghead
Title: Member

WITNESS: (By ABC Enforcement)
Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240521145411943

Type License: 020 - RESTAURANT RETAIL LIQUOR State: County:
 Type License: State: County:
 Trade Name: ASHLAND MIDTOWN PUB Filing Fee:
 Applicant: HOLLINGHEAD ENTERPRISES LLC Transfer Fee: \$50.00
 Location Address: 2453A OLD SHELL RD MOBILE, AL 36607
 Mailing Address: 2453A OLD SHELL RD MOBILE, AL 36607
 County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: LLC
 Book, Page, or Document info: 001-928-968
 Do you sell Draft Beer?:
 Date Incorporated: 01/14/2010 State incorporated: AL County Incorporated: MOBILE

Date of Authority:
 Federal Tax ID: 99-2338490 Alabama State Sales Tax ID: R012158642

Name:	Title:	Place of Birth:	Address:
CHRISTIAN HOLLINGHEAD JR	OWNER		
CHRISTIAN HOLLINGHEAD	MANAGER		

Has applicant complied with financial responsibility ABC RR 20-X-5-14? NO
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CHRISTIAN HOLLINGHEAD
 Business Phone: 251-209-0664
 Fax:

Home Phone: 251-209-0664
 Cell Phone:
 E-mail: CHOLLINGHEAD51@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name: ASHLAND MIDTOWN PUB
 Applicant: CW LEE VENTURES LLC

Previous License Number(s)
 License 1: 001872249
 License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240521145411943



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner lessor and phone number: **LAKESIDE LLC 251-680-0365**
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **5000** Display Square Footage:
Building seating capacity: **60** Does Licensed premises include a patio area? **YES**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240521145411943



Initial each

Signature page

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Applicant Name (print) Christian Hollinghead

Signature of Applicant

Notary Name (print)

Notary Signature

TYLER SMITH
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires Aug. 24, 2025

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: HOLLINGHEAD, CHRISTIAN COLE

Address:

Nick Name:

Phone:

Race: W - WHITE

DOB:

Sex: M

Age: 28

Weight: 220

Eyes: BROWN

Height: 6'01"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: D

SSN

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

NO RECORD

CHECKED BY:

TE:

C. K. Knight
May 13, 2024

Personal Data Report

NOT VALID WITHOUT
EMBOSS SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: HOLLINGHEAD HENRY LAMAR JR

Address:

Nick Name:

Phone:

Race: WHITE

DOB:

Sex: M

Age: 60

Weight: 195

Eyes: BLUE

Height: 5'10"

Facial: CLEAN SHAVEN

Hair: BLOND/STRAWBERRY

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

NO RECORD

CHECKED BY:

DATE:

C. Knight
07/24/03 2034

STATE OF ALABAMA

**DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION**

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

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

Hollinghead Enterprises, LLC

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

3. The name of the registered agent (only one agent): Henry L Hollinghead

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

2750A Radcliff Rd Saraland, AL 36571

*COUNTY of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-128-968	DLL
Date	03/29/2024
Time	16:22:00
File	\$100.00
County	\$100.00
Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 4 / 1 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 0 ☒ AM or ☐ PM. (cannot be noon or midnight - 12:00)

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

3 / 29 / 2024
Date (MM/DD/YYYY)

Henry L. Hollinghead

Signature as required by 10A-5A-2.04

Member

Typed title (organizer or attorney-in-fact)

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

Additional Details

Organizers

Organizer

Street Address

Mailing Address

Henry L Hollinghead

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Hollinghead Enterprises, LLC

This name reservation is for the exclusive use of Henry L. Hollinghead, 217 Beach
Road, Camden, AL 36726 for a period of one year beginning March 29, 2024 and
expiring March 29, 2025



RES148697

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

March 29, 2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

List of Current Members

The following individuals are the only members of: Ashland Midtown Pub

NAME: Christian Hollinghead

TITLE: ^{CH} Manager Member

NAME: Henry Hollinghead

TITLE: Member

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Christian Hollinghead
PRINTED NAME OF MEMBER


SIGNATURE OF MEMBER

4/25/24
DATE

Date of this notice: 04-05-2024

Employer Identification Number:
99-2338490

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

HOLLINGHEAD ENTERPRISES LLC
HENRY L HOLLINGHEAD MBR
217 BEACH RD
CAMDEN, AL 36726

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-2338490. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

HOLLINGHEAD ENTERPRISES LLC
2750A RADCLIFF RD
SARALAND, AL 36571-8716

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012158842	04/19/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type

Company Name

The above described property is ☐ Owned ☐ Leased to/by _____

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 20 day of June 2024

Notary Printed Name

Cynthia Stinson

Notary Signature

Cynthia L Stinson

My (Notary) Commission Expires

3/31/26

Notary Stamp



Owner of Property (Print Name)

Lakeside LLC

Owner of Property (Signature)

[Signature]

Street Address

Applicant Name (Print Name)

Christian Hellinghead

Applicant Name (Signature)

[Signature]

Street Address

Lease Agreement Signed

[Signature]
20 June 20

Date Agreement Signed

6/20/24

| Application Property Ownership

My Place

Information for address:
2453 OLD SHELL RD

- **Parcel Information:**

Key / ID:

[00775717 / R022907230006007.000](#)

Owner:

Lakeside Llc an Alabama Limited
Po Box 8389

Mobile, AL 36689

Subdivision:

Homer Place Resub of Lots 4 5 and 6 Block 2

- **Jurisdiction:**

[City of Mobile](#)

- **Neighborhood Renewal District:**

- **Revenue District:**

1

- **Township/Range/Section:**

4s1w20

- **Tract Census 2010:**

002502

- **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane AL West 102 Ft):

X: 1780487.796

Y: 251274.888

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

- **Fire District:**

Fire Station 12 Crichton

- **Garbage Pickup Day:**

Wednesday-East - Route A

- **Police Precinct / Beat:**

Precinct - 3 / Beat - 35

- **Trash Pickup Day/ Unit:**

Wednesday North - biweekly / Td-11

•

Community Action Group:

N/A



Political:

- **City Council District:**

[1 - Cory Penn](#)

- **County Commissioner District:** [3](#)

- **State House District:** [99](#)

- **State Senate District:** [33](#)

School:

- **Elementary School District:**

[Spencer-westlawn](#)

- **High School District:**

[Murphy](#)

- **Middle School District:**

[Washington](#)

- **School Board District:** [4](#)

Flooding Information:

•

Flood Zone:

[Check flood zone on City Map](#)

TextMyGov

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

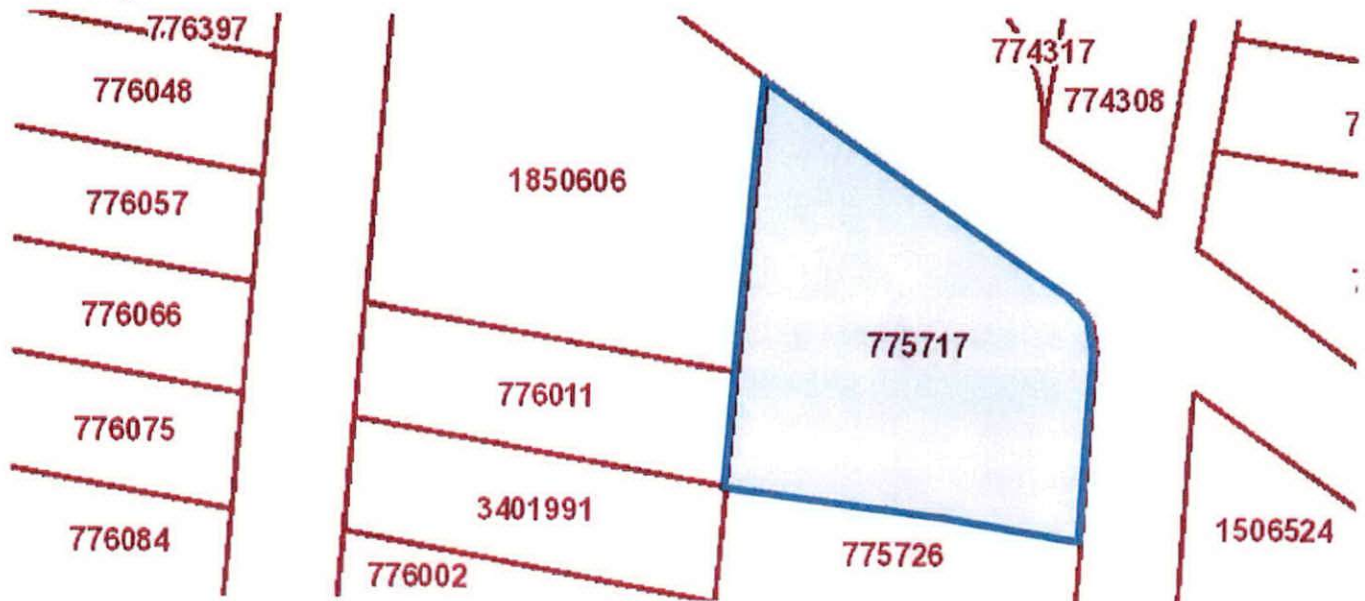
In This Section

[Mapping](#)

Mobile County Property Search

Key Number: 775717 For Year 2024

Map



Property Details

Account

Key Number: 775717

Legal Description: LOT 1 RESUB OF LOTS 4, 5 & BLK 2 HOMER PLACE MBK 93/17 #SEC 23 T4S R1W #MP29 07 23 0 006

Parcel Number: 2907230006007XXX

Type: Real

Property Class: 2

Location

Address: 2453 OLD SHELL RD CO

Owner

Name: LAKESIDE LLC AN ALABAMA LIMITED

Mailing Address: PO BOX 8389

MOBILE , AL 36689

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Amendment") is made and entered into this 20th day of May, 2024 by and between CHRIS LEE, an individual resident of the State of Alabama d/b/a Ashland Pub ("Assignor"), and HOLLINGSHEAD ENTERPRISES LLC, an Alabama limited liability company ("Assignee") and for purposes of evidencing consent hereto only, LAKESIDE, LLC, an Alabama limited liability company ("Landlord").

WITNESSETH:

WHEREAS, Assignor is the holder of the tenant's interest in that certain Lease Agreement dated May 15, 2015, by and between Landlord and Assignor, as amended by that certain Amendment to Lease dated May 1, 2015, and as further amended by that certain Second Amendment to Lease dated April 3, 2020 (as amended, the "Lease"), a true and correct copy of which is attached hereto as Exhibit A, which Lease covers certain premises located at 2453 Old Shell Road, Mobile, Alabama, as more particularly described in the Lease; and

WHEREAS, Assignor desires to assign unto Assignee all of Assignor's right, title and interest as tenant in, to and under the Lease with respect to the Premises, and Assignee desires to succeed to the interest of Assignor, and to assume the obligations of Assignor under the Lease with respect to the Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the Effective Date and for the remainder of the Lease Term, Assignor hereby assigns and transfers all of its right, title and interest as tenant in, to and under the Lease with respect to Premises, to Assignee, its successors and permitted assigns, subject to the terms, covenants and conditions of the Lease.

2. Assumption. Assignee hereby assumes the performance of all of the terms, covenants, conditions and obligations of the tenant under the Lease, arising or accruing from and after the Effective Date, and will well and truly perform all of the terms, covenants and conditions of the Lease hereinafter arising; all with the same force and effect as if Assignee had signed the Lease originally as tenant named therein. Assignee acknowledges and agrees that it has had the opportunity to review the Lease and agrees to be bound by the terms thereof.

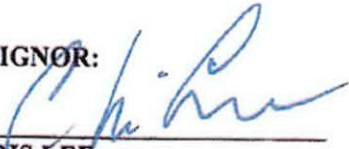
3. No Release of Assignor. Notwithstanding anything herein to the contrary, nothing in this Assignment shall be construed as a release of Assignor from its obligations and liabilities under the Lease. Assignor shall continue to remain fully liable for all the future obligations of Tenant under the Lease.

4. No Modification. This Assignment (i) may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by the party against whom enforcement of the change, modification, termination or discharge is sought, (ii) shall be construed, governed and enforced in accordance with the laws of the State where the Premises is

located, (iii) shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question, (iv) may be executed in one or more counterparts (and by facsimile or .PDF), each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument, and (v) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except as otherwise provided in the Lease as hereby supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease as of the date first above set forth.

ASSIGNOR:


CHRIS LEE

ASSIGNEE:

HOLLINGSHEAD ENTERPRISES LLC,
an Alabama limited liability company

By: 

Name: Christian Hollingshead

Title: Member

FOR PURPOSES OF EVIDENCING CONSENT TO THIS ASSIGNMENT AND ASSUMPTION OF LEASE ONLY:

LAKESIDE, LLC,
an Alabama limited liability company

By: 

Name: Ryan Wade

Title: Officer



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

HOLLINGHEAD ENTERPRISES LLC

Trade Name (DBA)

ASHLAND MIDTOWN PUB

Location Address

2453A OLD SHELL ROAD

Application Number

2024 - 5661

Notice Post Date @ Location

06/26/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

July 9, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

A handwritten signature in blue ink, appearing to be 'C. [unclear]', written over a horizontal line.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

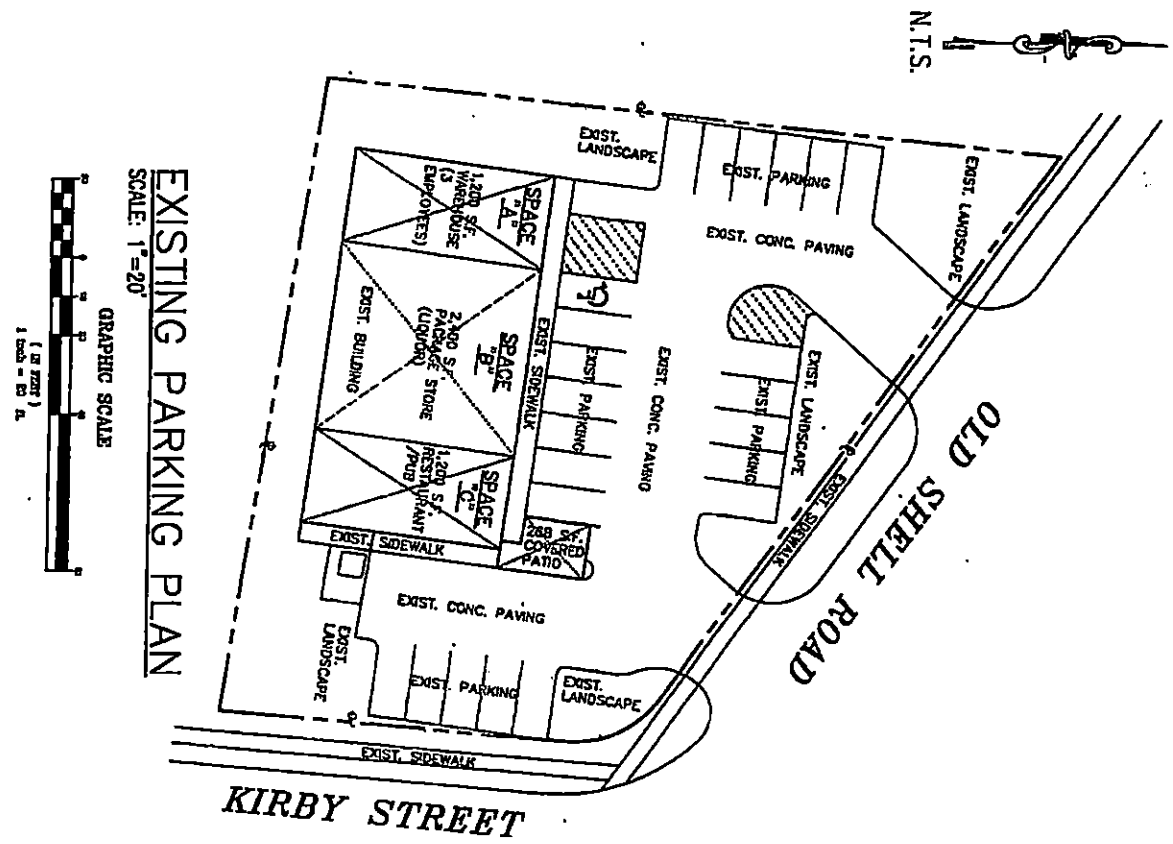


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

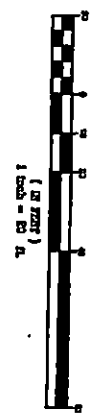
Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - License? ☐ No ☒ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Hollinghead Enterprises LLC				Trade Name (DBA) Ashland Midtown Pub			
Company Physical Address (Street Address, Suite #) 2453 A Old Shell Rd Mobile, AL 36607				City Mobile	State AL	Zip Code 36607	
Business Contact Person Information Name Christian Hollinghead		Title Owner	Phone	Email chollinghead5@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1200	Parking Provided 24	Parking Required 4	Compliance ✓	Zoning B-2	Approved ✓		
Comments							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 6-27-2024		



EXISTING PARKING PLAN

SCALE: 1"=20'

GRAPHIC SCALE





**Community Risk Reduction Division
Mobile Fire Rescue Department**

2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile Fire
and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	ASHLAND MIDTOWN PUB	Inspection Date:	6/4/2024 (Initial Insp. Date: 4/22/2021)
Address:	2453 OLD SHELL Road	Inspection Type:	Reinspection #2 (Kitchen Hood System)
City:	Mobile	Inspected By:	Edgar English
Suite:	A		

Insp. Result	Location	Code Set	Code
Fail - Cleared		Contractor System Inspections Kitchen Hood System	HS.10 - Impairment (see photo 1.1, 1.2)

✓ **Cleared on 6/4/2024**

Inspector Comments: System is up to date and clean
Captain English

Thank you for your cooperation in keeping your business and our community safe! If you have any questions, please contact the fire inspector listed at the top of this report.

**Company
Representative:**


Signature valid only in mobile-eyed documents

Christian Hollinghead
6/4/2024

Inspector:


Signature valid only in mobile-eyed documents

E J English
6/4/2024

1.1 -
HS.10.



1.2 -
HS.10.



Ref: 2624-23118



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-136466-2024

Issue Date: 06/27/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022907230006007.	2453 Old Shell Rd A	A

Business Name	Issued To	Zoning Districts
HOLLINGHEAD ENTERPRISES LLC dba ASHLAND MIDTOWN PUB	Name: CHRISTIAN C. HOLLINGHEAD Company: HOLLINGHEAD ENTERPRISES LL dba ASHLAND MIDTOWN PUB Address: 2453 Old Shell Rd A MOBILE, AL 36607 Phone: (251) 209-0664	B-2

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

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

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

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

Type of application:	Restaurant Retail Liquor License
Submitted by:	Ocean Mobile 333, LLC
Location:	The Juicy Seafood 4671 Airport Boulevard Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA G. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/20/2024	TRANSFER - OWNERSHIP	2024 - 5656	128840	6	July 9, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

OCEAN MOBILE 333 LLC

Trade Name (DBA)

THE JUICY SEAFOOD

Location Address

4671 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/20/2024	TRANSFER - OWNERSHIP	2024 - 5656	128840	6	July 9, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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

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City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: June 21, 2024

Re: Application # 5656 / 4671 Airport Blvd.

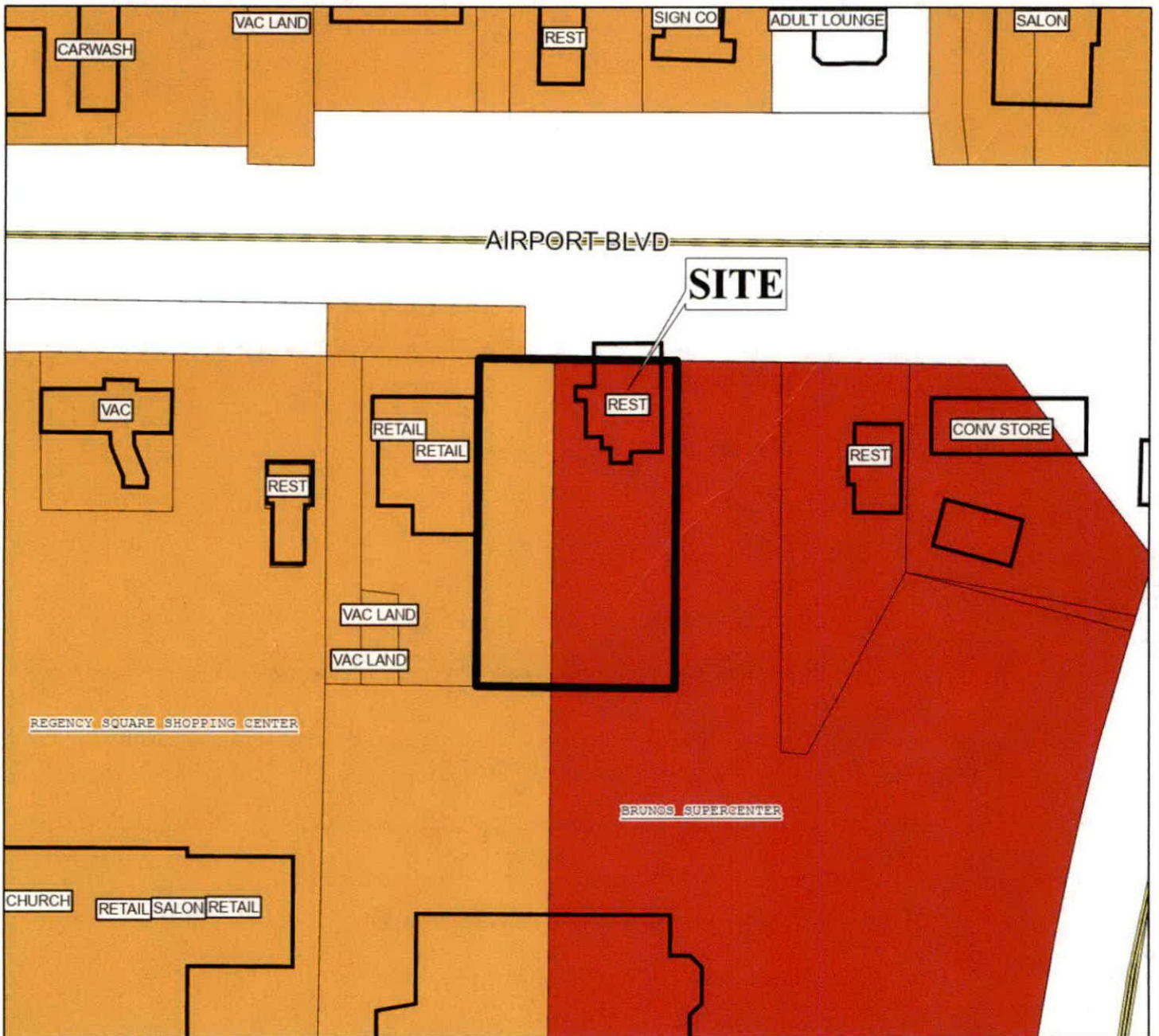
Attached please find a land use and zoning vicinity map for the above referenced application. The site is split-zoned B-2 and B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in these zoning districts.

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

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

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

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5656 DATE 7/9/2024

APPLICANT OCEAN MOBILE 333 LLC

LOCATION 4671 AIRPORT BLVD

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/20/2024	TRANSFER - OWNERSHIP	2024 - 5656	128840	6	July 9, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
OCEAN MOBILE 333 LLC

Trade Name (DBA)
THE JUICY SEAFOOD

Location Address
4671 AIRPORT BLVD

City, State, Zip Code
MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
KONG FA GAO		YES	.	THEJUICYCRAB888@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 07/01/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner
Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 06/20/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5656	License Account # 128840	Council District 6	Council Agenda Date July 9, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name OCEAN MOBILE 333 LLC			Trade Name (DBA) THE JUICY SEAFOOD		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/04/2023	SOS Entity ID 001-077-627	State AL	County MOBILE
Federal Tax ID (FEIN) 76-0314914	Alabama State Sales Tax ID R012092052		Business Phone Number		
Physical Address (Street Address, Suite #) 4671 AIRPORT BLVD			City MOBILE	State AL	Zip Code 36608
Mailing Address (Street Address, Suite #, PO Box) 4671 AIRPORT BLVD			City MOBILE	State AL	Zip Code 36608
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name KONG FA GAO	Title	POA YES	Phone	Email THEJUICYCRAB888@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name SEAFOOD MOBILE 168 INC			Trade Name (DBA) THE JUICY SEAFOOD		
ABC License Type 020 - RESTAURANT RETAIL LIQUOR			License Number 011427849	Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name MULTIPLE PROPERTIES LLC			Property Owner Phone Number	Property Owner Email MATT@CUMMINGSASSOC.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 5,220	Bldg Seating Capacity 249	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
OUYANG, YUN FEI		OWNER			
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
		Manager			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

KFG

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

KFG

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

KFG

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

KFG

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

KFG

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

KFG

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

KFG

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

Owner/Applicant/POA Printed Name

Kong Fa Guo

Owner/Applicant/POA Signature

[Signature] POA

Date of Application Signature

6/20/24

Title of Person Signing this Application

Manager

Sworn to and subscribed before me this **20** day of **June** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

OCEAN MOBILE 333 LLC dba **THE JUICY SEAFOOD**

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at **4671 AIRPORT BLVD**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

July 9, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

June 20, 2024



THE JUICY SEAFOOD
4671 AIRPORT BOULEVARD
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 128840 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1814491	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

06/20/2024 10:11AM SAVALIA G
040910-0002

BUSINESS LICENSE

OCEAN MOBILE 333 LLC
128840

2024 Item: 1814491

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

*****2002

Ref=3032e64c-54ff-4522-b244-11d05d1638e3

Auth=894374

Change due \$0.00

Paid by: GAO/KONGFA



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20240522150950193



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
SEAFOOD MOBILE 168 INC
Address: 4671 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 347-206-5561

NEW APPLICANT:
OCEAN MOBILE 333 LLC
Address: 4671 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 251-287-0988

Current License No: 020-011427849

LICENSED PREMISES ADDRESS: 4671 AIRPORT BLVD MOBILE, AL 36608

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

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

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

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

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 23 day of May, 2024.

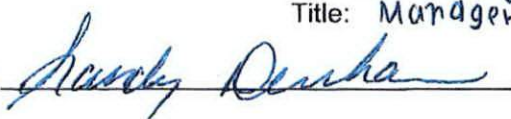
CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)


Print Name: Kongfa Gas
Title: Manager/POA


Print Name: Kongfa Gas
Title: Manager/POA

WITNESS: (By ABC Enforcement)
Revised 9/08





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240522150950193

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: County:

Type License:

State: County:

Trade Name: THE JUICY SEAFOOD

Filing Fee:

Applicant: OCEAN MOBILE 333 LLC

Transfer Fee: \$50.00

Location Address: 4671 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 4671 AIRPORT BLVD MOBILE, AL 36608

County: MOBILE Tobacco sales: NO Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-077-627

Do you sell Draft Beer?:

Date Incorporated: 05/04/2023 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 05/04/2023

Federal Tax ID: 92-3873299

Alabama State Sales Tax ID: R012092052

Name:	Title:	Date and Place of Birth:	Residence Address:
YUNFEI OUYANG	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: KONG FA GAO

Business Phone: 251-287-0988

Fax:

Home Phone: 347-698-7999

Cell Phone: 347-698-7999

E-mail: THEJUICYCRAB888@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: THE JUICY SEAFOOD

Applicant: SEAFOOD MOBILE 168 INC

Previous License Number(s)

License 1: 020-011427849

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240522150950193

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **MULTIPLE PROPERTIES LLC 251-476-6000**

What is lessors primary business? **PROPERTY RENTALS**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **5220** Display Square Footage:

Building seating capacity: **249** Does Licensed premises include a patio area? **NO**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **1** Nearest: **1**

Nearest school: Nearest church: Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240522150950193

Initial each

KFG
KFG

KFG

XX

XX

KFG

KFG

KFG

KFG

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

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

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

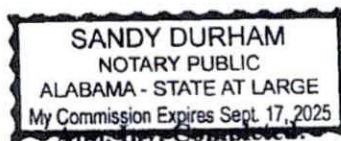
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Kong Fa Gao

Signature of Applicant:

Notary Name (print):

Notary Signature:



Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Commission expires:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Alabama Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Yunfei Ouyang,
Full Name of Principal

051-82-0909,
social security number

, the undersigned, do hereby grant a limited and

specific power of attorney to Kong Fa Gao
Full Name

of 1722 Amelia Dr E, Mobile AL 36685
Address

as my attorney-in-fact.

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

Sign any and all documents for Ocean Mobile 333 LLC

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 19 day of FEB, 20 24.

Yunfei Ouyang

Principal's Signature

State of Alabama _____)

§

Parish of _____)

On this 19th day of March, in the year 20 24, before me

Chien Hsu, Chung, a notary public, personally appeared

Yunfei, Ouyang, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to this instrument, and acknowledged (he/she/they) executed the same.



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

OCEAN MOBILE 333 LLC

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

3. The name of the registered agent (only one agent): YUNFEI OUYANG

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

4671 AIRPORT BLVD MOBILE, AL 36608

***COUNTY** of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State
001-077-627 DLL
Date 05/04/2023
Time 10:52:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 5 / 4 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 52 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

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

5 / 4 / 2023
Date (MM/DD/YYYY)

YUNFEI OUYANG

Signature as required by 10A-5A-2.04

MEMBER

Typed title (organizer or attorney-in-fact)

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

Additional Details

Organizers

Organizer	Street Address	Mailing Address
YUNFEI OUYANG	4671 AIRPORT BLVD MOBILE, AL 36608	4671 AIRPORT BLVD MOBILE, AL 36608

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

OCEAN MOBILE 333 LLC

This name reservation is for the exclusive use of YUNFEI OUYANG, 4671
AIRPORT BLVD, MOBILE, AL 36608 for a period of one year beginning May
04, 2023 and expiring May 04, 2024



RES089815

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

May 04, 2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

Date of this notice: 05-04-2023

Employer Identification Number:
92-3873299

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

OCEAN MOBILE 333 LLC
YUNFEI OUYANG SOLE MBR
4671 AIRPORT BLVD
MOBILE, AL 36608

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3873299. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



2024

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

OCEAN MOBILE 333 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012092052	03/25/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4671 AIRPORT BLVD MOBILE AL 36608-3138

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

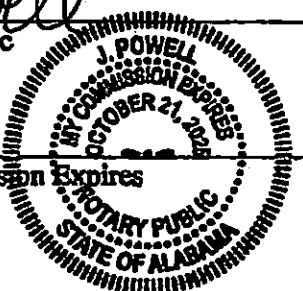
MOBILE, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

The above described property is () owned, (✓) leased, () sub-leased, or otherwise surrendered to Yunfei onYang who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 8 day of APRIL, 20 24
as agent: Cummings + assoc. JMC
Matt Cummings

Notary Public Property Owner Date

My Commission Expires


Notary Public

Yunfei onYang 4/8/2024

Licensee Date

**AGREEMENT ALLOWING THE CITY OF MOBILE TO
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

4-17-24
Date

as agent: Cummings & Associates Inc
Walter R. Cummings
Owner of Property (Signature)

MULTIPLE PROPERTIES, LLC
Print Name of Property Owner

one Houston St.
Address
Mobile al 36606
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

4/8/2024
Date

Yunfei Ouyang
Applicant's Signature

Yunfei Ouyang
Print Name of Applicant

zip

My Place

Information for address: 4671 AIRPORT BLVD

- **Parcel Information:**

Key / ID:

[00578789 / R022808272002002.04](#)

Owner:

Multiple Properties Llc
Po Box 16227

Mobile, Al 36616

Subdivision:

None

- **Jurisdiction:**

[City of Mobile](#)

- **Neighborhood Renewal District:**

- **Revenue District:**

6

- **Township/Range/Section:**

4s2w27

- **Tract Census 2010:**

003704

- **Zipcode:**

Mobile

- **Historic District:**

N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**

X: 1757334.845

Y: 246365.278

- **Zoning:**

[Check zoning on Planning & Zoning](#)

Services:

- **Community Action Group:**

Dogwood Dr

- **Fire District:**

Fire Station 22 Tapia

- **Garbage Pickup Day:**

Tuesday-West - Route E

- **Police Precinct / Beat:**

Precinct - 4 / Beat - 42a

Trash Pickup Day/ Unit:

Friday North - biweekly / Td-9

TextMyGov



Political:

- **City Council District:**

[6 - Josh Woods](#)

- **County Commissioner District:** [2](#)

- **State House District:** [101](#)

- **State Senate District:** [34](#)

School:

- **Elementary School District:**

[E R Dickson](#)

- **High School District:**

[Davidson](#)

- **Middle School District:**

[Burns](#)

- **School Board District:** [2](#)

Flooding Information:

- **Flood Zone:**

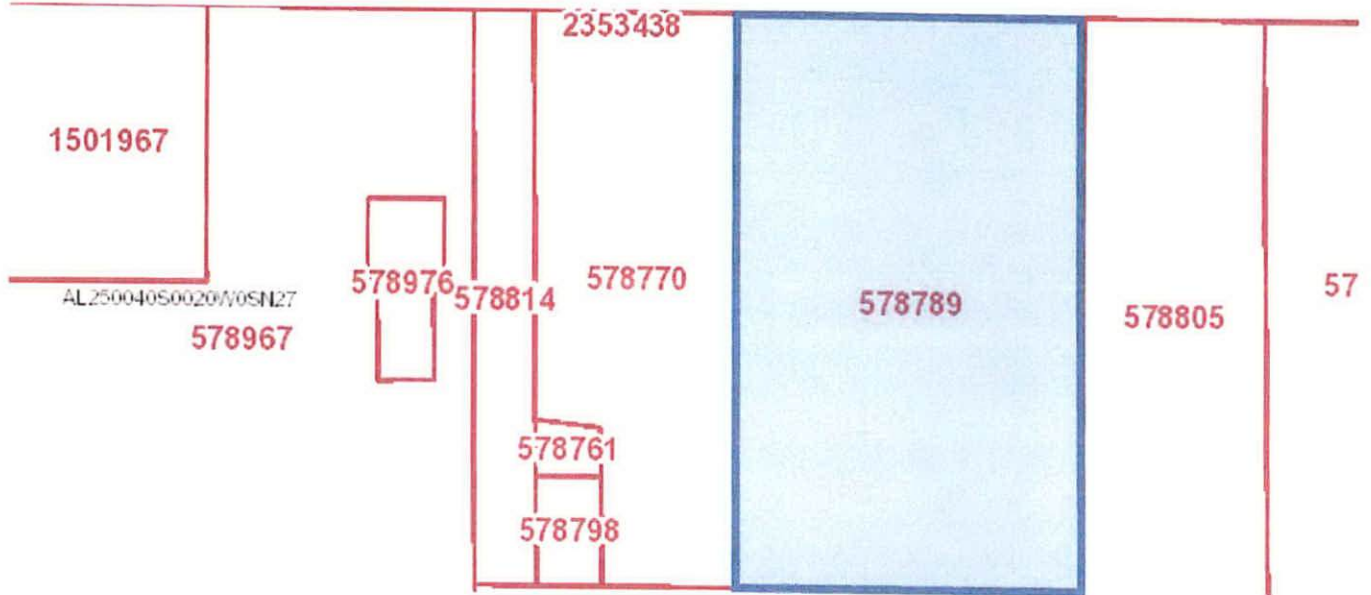
[Check flood zone on City Map](#)

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

Mobile County Property Search

Key Number: 578789 For Year 2023

Map



Property Details

Account

Key Number: 578789

Legal Description: FROM NW COR OF SEC 27 T4S R2W RUN N 89 DEG 55 MIN 49 SEC E 502.06 FT TO PT TH RUN S 00 DEG 04 MIN 11 SEC E 53 FT TO PT TH ON S R/W/L OF AIRPORT BLVD SAID PT BEING POB OF PPTY HEREIN DESC TH RUN N 89 DEG 55 MIN 49 SEC E ALG SAID S/L AIRPORT BLVD 150 FT TO PT TH RUN S 00 DEG 04 MIN 247 FT TO PT TH E 150 FT TH RUN N 00 DEG 04 MIN 11 SEC W 247 FT TO POB #SEC 27 T4S R2W #MP28 08 27 2 002

Parcel Number: 280827200200204X

Type: Real

Property Class: 2

Location

Address: 4671 AIRPORT BLVD MOBILE, AL 36608-3138

Owner

Name: MULTIPLE PROPERTIES LLC

Mailing Address: PO BOX 16227

MOBILE , AL 36616-0227



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

OCEAN MOBILE 333 LLC

Trade Name (DBA)

THE JUICY SEAFOOD

Location Address

4671 AIRPORT BLVD

Application Number

2024 - 5656

Notice Post Date @ Location

06/20/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

July 9, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

A handwritten signature in blue ink, appearing to be 'Polt', written over a horizontal line.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

PLEASE READ YOUR LEASE

**STATE OF ALABAMA
COUNTY OF MOBILE**

COMMERCIAL LEASE

THIS LEASE is made this the 11th day of December, 2023, by and between MULTIPLE PROPERTIES, LLC, AN ALABAMA LIMITED LIABILITY COMPANY of One Houston Street, Mobile, Alabama 36616 ("Lessor") and Ocean Mobile 333, LLC ("Lessee"), and the Grantor known as Yunfei Ouyang, an individual, of 1007 Silver Lakes Dr., Columbus, GA 31904. The Agent for Lessor is CUMMINGS & ASSOCIATES, INC., P. O. Drawer 16227, Mobile, AL 36616 ("Agent").

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

1. DESCRIPTION The land and all improvements of any nature whatsoever located at 4671 Airport Boulevard, Mobile, Alabama containing a restaurant building of approximately 5,220 square feet plus attendant parking and landscaped areas, the land area more particularly described on the attached Exhibit "A".

2. TERM for continuous use and occupancy by the Lessee as a seafood restaurant operating under the trade name THE JUICY SEAFOOD, and for no other different use or purpose, for and during the term of five (5) years, beginning on the 1st day of January, 2024, and ending on the 31st day of December 2028.

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of Agent, as fixed minimum rent for the Premises for the whole term hereunder, the sum of Five Hundred Thirty-nine Thousand Seven Hundred Forty-eight and 00/100 (\$539,748.00) Dollars, which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth:

Year 1-5 \$107,949.60/year; \$8,995.80/month

See attached Rider.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

3. SECURITY DEPOSIT Lessee has deposited with Lessor the sum of Eight Thousand Nine Hundred Ninety-Five and 80/100 Dollars (\$8,995.80) as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security deposit shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

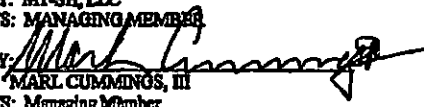
4. LATE CHARGE In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge of five (5%) percent, for each rental installment which is delinquent for ten (10) days or more, and an additional five (5%) percent for each rental installment which is delinquent for thirty (30) days or more.

In the event charges accrue on Lessee's account that remain unsatisfied

LESSOR:

MULTIPLE PROPERTIES, LLC, AN
ALABAMA LIMITED LIABILITY COMPANY

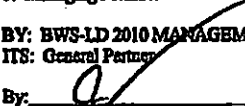
BY: MT-SH, LLC
ITS: MANAGING MEMBER

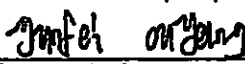
BY: 
MARL CUMMINGS, III
ITS: Managing Member

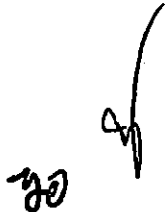
BY: 
JAMES D. CUMMINGS
Its: Managing Member

BY: BWS-LD 2010 PROPERTIES, LP
ITS: Managing Member

BY: BWS-LD 2010 MANAGEMENT, LLC
ITS: General Partner

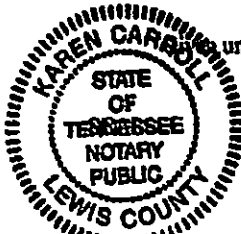
By: 
JOHN WHITE-SPUNNER
Its: Managing Member

OCEAN MOBILE, 333, LLC
LESSEE: 
YUNFEI OUYANG



STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that MARL CUMMINGS, III, and JAMES D. CUMMINGS, of MT-SH, LLC, MANAGING MEMBER; and JOHN WHITE-SPUNNER of BWS-LD 2010 MANAGEMENT, LLC, GENERAL PARTNER OF BWS-LD 2010 PROPERTIES, LP, MANAGING MEMBER of MULTIPLE PROPERTIES, LLC, an Alabama Limited Liability Company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, with full authority, executed the same voluntarily for and as the act of said liability company.



STATE OF ALABAMA
COUNTY OF MOBILE

under my hand and official seal this the 21st day of December, 2023.

Karen Carroll

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/21/25

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that YUNFEI OUYANG is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand and official seal this the 26th day of December, 2023.

SEAL



Karen Carroll

NOTARY PUBLIC

MY COMMISSION EXPIRES: Oct. 21, 2025

AC-70

✓

Property Owners within a 500-ft radius.

Account Number	Parcel No	Owner Name 1	Owner Name 2	Address 1	City	State	Zip
1465097	28 05 22 3 002 088.J00X	VELLIANTIS JOHN		4664 AIRPORT BLVD	MOBILE	AL	36608-3124
1500842	28 05 22 3 002 101.J00X	JUL LLC	C/O SHERRY L VELLIANTIS	8231 WINDSOR WAY	MOBILE	AL	36695
1500851	28 05 22 3 002 102.J00X	MOSLEY LLC		4678 AIRPORT BLVD	MOBILE	AL	36608
1501987	28 08 27 2 002 011.J00X	BULLDOG PROPERTY MANAGEMENT LLC		67 RIDGE LAWN DR E	MOBILE	AL	36608-2485
1670052	28 05 22 3 002 099.J00X	PCM REAL ESTATE LLC, AN ALABAMA LLC		4668 AIRPORT BLVD	MOBILE	AL	36608-3124
2040106	28 05 22 3 002 097.001	DRUID CITY RENTALS LLC UNDIV 2/3 INT & GRAND M LLC UNDIV 1/3 INT		1801 6TH AVE	TUSCALOOLA	AL	35401-4818
2353438	28 08 27 2 002 010.001	MCLEOD LEANN HOCKLANDER (8.33% UNDIVIDED INT),	ASHLEY D HOCKLANDER JOHNSTON (8.33% UNDIVIDED INT) &	PO BOX 16146	MOBILE	AL	36616-0146
2765888	28 05 22 3 002 102.001	MOSLEY LLC		4678 AIRPORT BLVD	MOBILE	AL	36608
3728282	28 05 22 3 002 097.002	PALMER HARRY F & SHEILA M PALMER TRUSTEES		7233 CAPTAIN KIDD REEF	PENSACOLA	FL	32507-9432
532640	28 05 22 3 002 095.J00X	SOUTHRUST BANK OF MOBILE	C/O THOMSON REUTERS	PO BOX 2609	CARLSBAD	CA	92018
532659	28 05 22 3 002 096.J00X	4686 LLC		4686 AIRPORT BLVD	MOBILE	AL	36608-3165
532688	28 05 22 3 002 103.J00X	KAHALLEY LINDA MARIE, LUCY ELAINE KAHALLEY & ANTHONY JOSEPH KAHALLEY		68 FEARNSWAY ST	MOBILE	AL	36604
532695	28 05 22 3 002 104.J00X	PAMM INVESTMENTS LLC		4525 SCHILLINGER RD N	SEMMES	AL	36575-4627
532702	28 05 22 3 002 105.J00X	MYERS OIL COMPANY INC		221 COMMERCIAL BLVD STE 202	LAUDERDALE	FL	33308-4479
532711	28 05 22 3 002 106.J00X	PAMM INVESTMENTS LLC		4525 SCHILLINGER RD N	SEMMES	AL	36575-4627
532757	28 05 22 3 002 111.J00X	NICHOLAS TRACY LYNN, TRAVIS SCOTT WILSON, AND	TERESA ANN LOLLAR	3151D SUNSET RD	THEODORE	AL	36582-7002
532768	28 05 22 3 002 112.J00X	MANUEL KATHLEEN ANDRETTA		280 LAKEVIEW DR	MOBILE	AL	36695-3322
532775	28 05 22 3 002 112.01X	ESTES AVERY M		4671 ROSEWOOD DRIVE	MOBILE	AL	36608
532784	28 05 22 3 002 113.J00X	PARTRIDGE HAROLD & MARGARET HACKER	PARTRIDGE	163 PECAN AVE	FARHOPE	AL	36532-1224
532793	28 05 22 3 002 114.J00X	QUAD SH HOLDINGS LLC		3480 S OCEAN BLVD APT 905	HIGHLAND	FL	33487-2588
578574	28 08 27 2 001 085.J00X	LVSK LLC		2600 DAUPHIN ST	MOBILE	AL	36608-4802
578583	28 08 27 2 001 086.J00X	DOGWOOD VENTURES LLC		2600 DAUPHIN ST	MOBILE	AL	36606
578725	28 08 27 2 001 080.J00X	HOCKLANDER MCLEOD LEANN L (1/3 INT) &	CARE OF: CIRCLE K STORES INC	PO BOX 9087	MOBILE	AL	36691-0967
578734	28 08 27 2 002 001.J00X	COLECK PORTFOLIO VII, LLC	C/O CUMMINGS & ASSOCIATES INC	PO BOX 52085	PHOENIX	AZ	85072
578752	28 08 27 2 002 002.01X	MULTIPLE PROPERTIES LLC		PO BOX 16227	MOBILE	AL	36616-0227
578761	28 08 27 2 002 002.02X	MULTIPLE PROPERTIES LLC		PO BOX 16227	MOBILE	AL	36616-0227
578770	28 08 27 2 002 002.03X	MULTIPLE PROPERTIES LLC	C/O CUMMINGS & ASSOCIATES, INC	PO BOX 16227	MOBILE	AL	36616-0227
578789	28 08 27 2 002 002.04X	MULTIPLE PROPERTIES LLC		PO BOX 16227	MOBILE	AL	36616-0227
578798	28 08 27 2 002 002.05X	MULTIPLE PROPERTIES LLC		PO BOX 16227	MOBILE	AL	36616-0227
578805	28 08 27 2 002 002.06X	ROCHESTER MOBILE LLC AN UNDIV 2/3 INT &	SALZMAN MOBILE LLC AN UNDIV 1/3 INT	6312 SEVEN CORNERS CENTER PMB	FALLS CHURCH	VA	22044-2409
578814	28 08 27 2 002 002.07X	MULTIPLE PROPERTIES LLC		PO BOX 16227	MOBILE	AL	36616-0227
578823	28 08 27 2 002 002.08X	MULTIPLE PROPERTIES LLC		PO BOX 16227	MOBILE	AL	36616-0227
578967	28 08 27 2 002 010.J00X	MCLEOD LEANN HOCKLANDER (8.33% UNDIVIDED INT),	ASHLEY D HOCKLANDER JOHNSTON (8.33% UNDIVIDED INT) &	PO BOX 16146	MOBILE	AL	36616-0146
578976	28 08 27 2 002 010.01X	MCLEOD LEANN L HOCKLANDER (8.33 % UNDIVIDED INT)	ASHLEY D HOCKLANDER (8.33 % UNDIVIDED INT) &	PO BOX 16146	MOBILE	AL	36616-0146

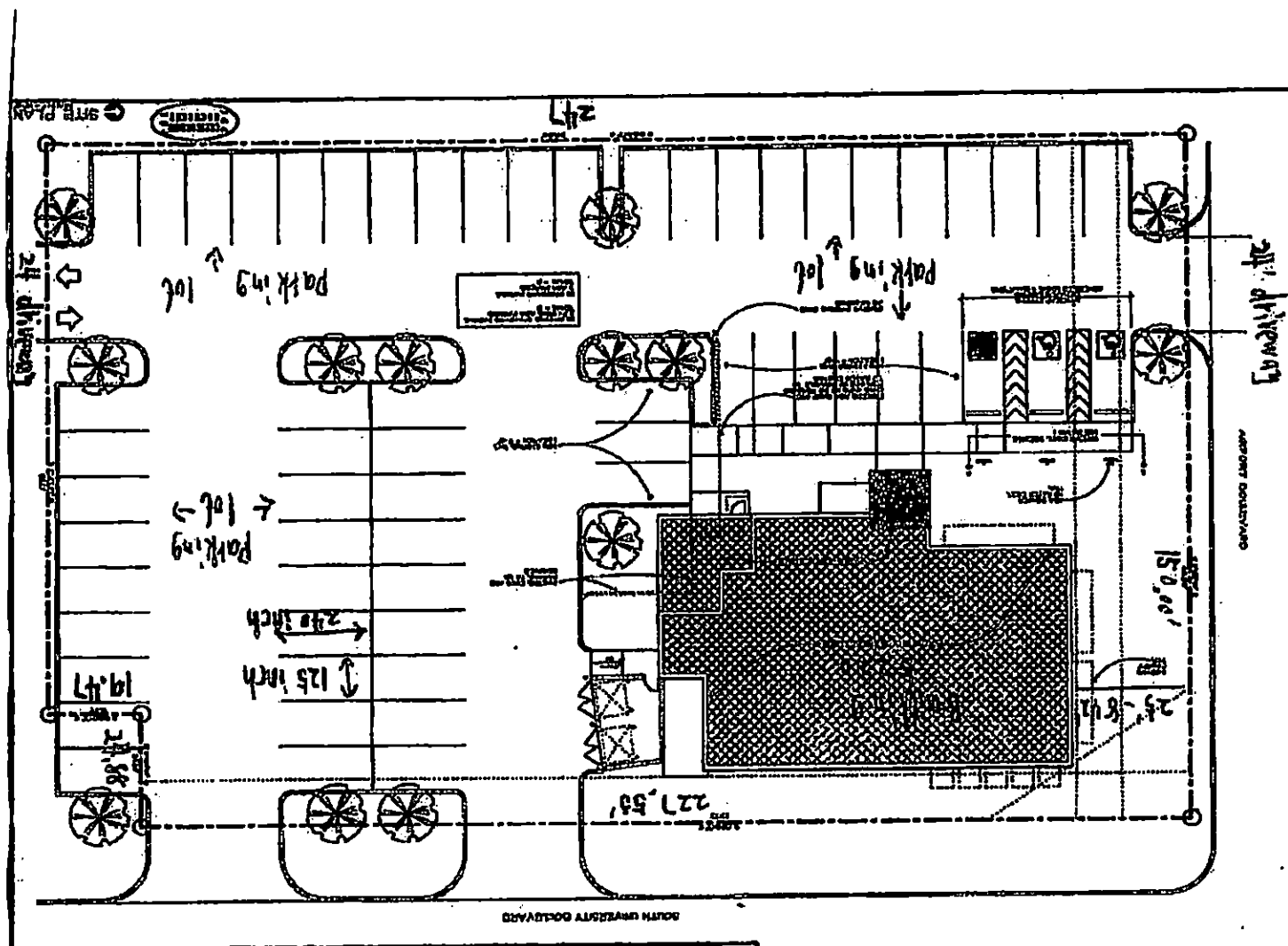


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

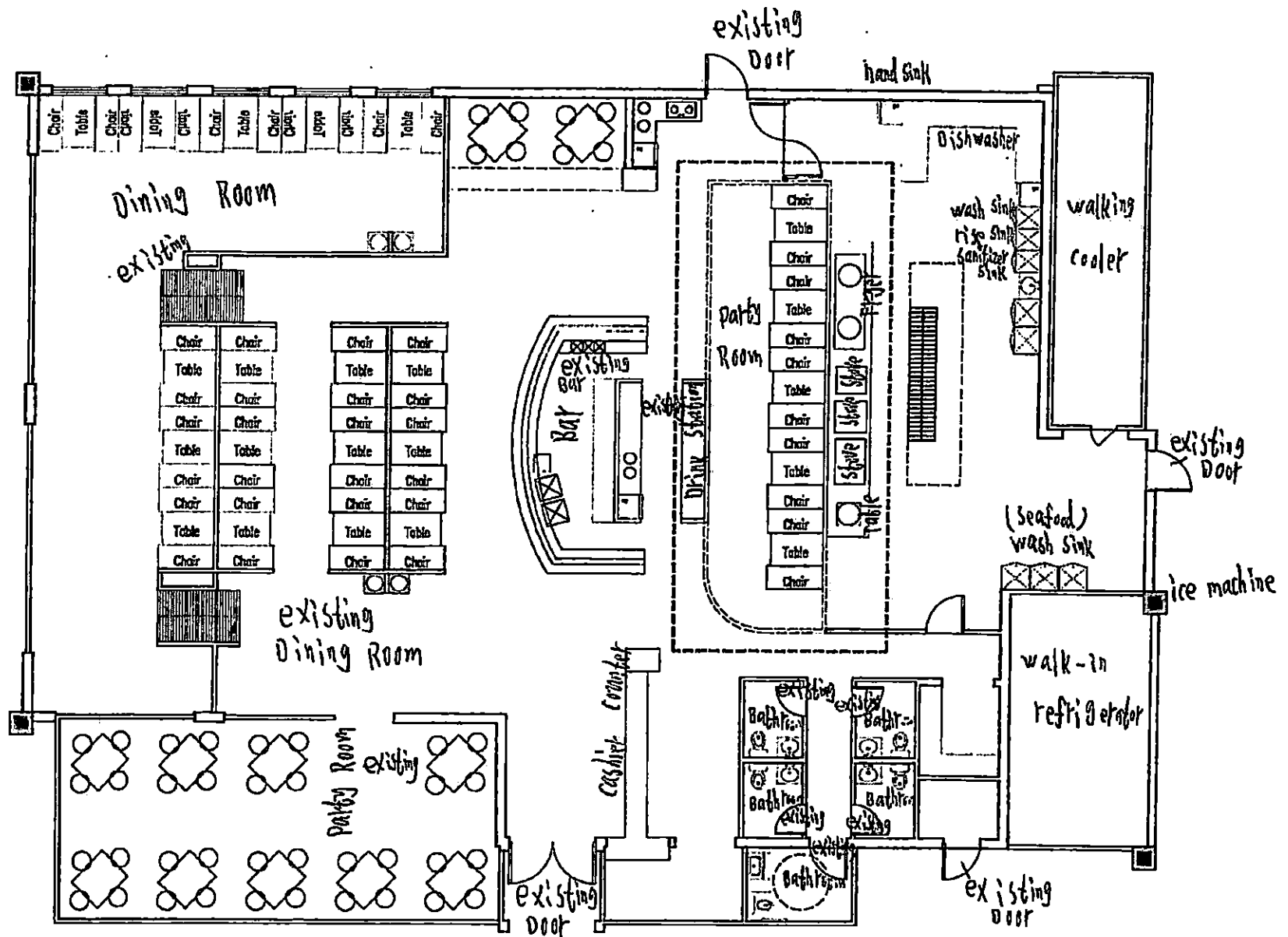
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	Application Type ☐ New Business ☒ New Owner ☐ Location Change	Transfer - License? ☐ No ☒ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other		
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub					
Legal Business Name Ocean Mobile 333 LLC		Trade Name (DBA) The Juicy Seafood			
Company Physical Address (Street Address, Suite #) 4671 Airport Blvd		City Mobile	State AL		
		Zip Code 36608			
Business Contact Person Information					
Name Kong Fa Gao	Title Manager	Phone (347) 698-9999	Email thejuicycrab888@gmail.com		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 5,220	Parking Provided 61	Parking Required 18	Compliance Yes	Zoning B-2	Approved Yes
Comments					
Print Name Payton Rogers		Signature 	Date 6/11/2024		



The Juicy Seafood
4671 Airport Blvd, mobile, AL 36608

Jimfin way
5/30/2024



R E S O L U T I O N

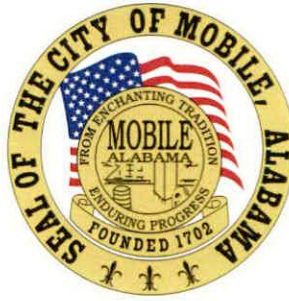
Sponsored by: Councilmember Gina Gregory

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

Type of application: Special Events Retail Liquor License
Submitted by: Bottles Up Mobile, Inc.
Location: Eminence Promotions Tuff Man Contest
1035 Cody Road North
Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/26/2024	NEW APPLICATION	2024 - 5664	124969	7	July 9, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

EMINENCE PROMOTIONS TUFF MAN CONTEST

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/26/2024	NEW APPLICATION	2024 - 5664	124969	7	July 9, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

EMINENCE PROMOTIONS TUFF MAN CONTEST

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

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

Date: July 1, 2024

Re: Application # 5664 / 1035 Cody Rd. N.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a non-conforming status. This is to advise that a special event with special retail sales is a permitted use under the nonconforming status.

The site has a nonconforming status with regard to parking.

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

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5664 DATE 7/9/2024
 APPLICANT BOTTLES UP MOBILE INC
 LOCATION 1035 CODY RD N
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/26/2024	NEW APPLICATION	2024 - 5664	124969	7	July 9, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

EMINENCE PROMOTIONS TUFF MAN CONTEST

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
T BRATTON MCGREGOR	OWNER	NO		BARGUY@BOTTLESUPMOBILE.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 07/13/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 06/26/2024	Application Type NEW APPLICATION	Application Number 2024 - 5664	License Account # 124969	Council District 7	Council Agenda Date July 9, 2024
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name BOTTLES UP MOBILE INC			Trade Name (DBA) EMINENCE PROMOTIONS TUFF MAN CONTEST		
Business Structure Type CORP - CORPORATION		Incorporation Date 12/22/2021	SOS Entity ID 958-345	State AL	County MOBILE
Federal Tax ID (FEIN) 87-4118229	Alabama State Sales Tax ID R011297283	Business Phone Number			
Physical Address (Street Address, Suite #) 1035 CODY ROAD NORTH		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) OTHER SPECIAL EVENT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name T BRATTON MCGREGOR	Title OWNER	POA NO	Phone	Email BARGUY@BOTTLESUPMOBILE.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name GREATER GULF STATE FAIR INC			Property Owner Phone Number	Property Owner Email MADISON@MOBILEFAIR.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1035 CODY ROAD NORTH			City MOBILE	State AL	Zip Code 36608
Bldg Square Footage 43,000	Bldg Seating Capacity 4,000	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials DT

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) MCGREGOR, THOMAS BRATTON		Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle) N/A		Title		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials BM

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

Bm

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

Bm

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

Bm

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

Bm

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

Bm

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

Bm

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

Bm

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

Owner/Applicant/POA Printed Name

Date of Application Signature

Bryan McGee

President

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

6/26/24

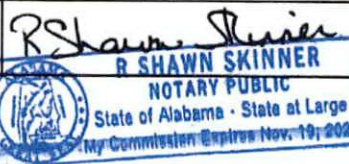
Sworn to and subscribed before me this **26** day of **June** 20 **24**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner



November 19 2025

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertng requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BOTTLES UP MOBILE INC dba **EMINENCE PROMOTIONS TUFF MAN CONTEST**

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

140 - SPECIAL EVENTS RETAIL

for the premises located at **1035 CODY ROAD NORTH**, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am Tuesday

July 9, 2024

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant(s) shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

CITY OF MOBILE
REVENUE DEPARTMENT

June 25, 2024



SPC EVNT - EMINENCE PROMOTIONS TUFF MAN
10349 TAYLOR HARPER BOULEVARD
GRAND BAY, AL 36541 USA
ACCOUNT NUMBER: 124969 TERRITORY A-L

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1748531	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
PO BOX 3065
MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

06/26/2024 09:07AM MARCELYN
041029-0001

BUSINESS LICENSE

BOTTLES UP MOBILE INC
124969

2024 Item: 1748531

ALCOHOL APPLICATION
FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50

Visa *****6420

Ref=136fae8b-84aa-447b-8d84-8a03775cfd7d

Auth=01966G

Change due \$0.00

Paid by: MCGREGOR/BRATTON



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240618161316413

Type License: **140 - SPECIAL EVENTS RETAIL**

State: \$150.00 County: \$150.00

Type License:

State: County:

Trade Name: **EMINENCE PROMOTIONS TUFF MAN CONTEST**

Filing Fee: \$50.00

Applicant: **BOTTLES UP MOBILE INC**

Transfer Fee:

Location Address: **1035 CODY RD N MOBILE , AL 36608**

Mailing Address:

County: **MOBILE** Tobacco sales: **NO**

Tobacco vending machines:

Product Type:

Type Ownership: **CORPORATION**

Book, Page, or Document info: **958-345**

Do you sell Draft Beer?:

Date Incorporated: **12/22/2021** State incorporated: **AL**

County Incorporated: **MOBILE**

Date of Authority: **12/22/2021**

Federal Tax ID: **87-4118229**

Alabama State Sales Tax ID: **R011297283**

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? **YES**

Does ABC have any actions pending against the current licensee? **NO**

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? **NO**

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? **NO**

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? **YES**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: **BRATTON MCGREGOR**

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail: **BARGUY@BOTTLESUPMOBILE.COM**

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240618161316413

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: GREATER GULF STATE FAIR INC 251-344-4573

What is lessors primary business? FAIR

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 43000 Display Square Footage:

Building seating capacity: 4000 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: OTHER

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school:

Nearest church:

Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240618161316413

Initial each

☒ AC

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ AC

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ AC

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

☒ AC

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ JC

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ AC

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ JC

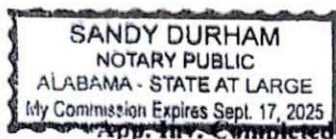
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ashley Crocker POA

Signature of Applicant: Ashley Crocker POA

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240618161316413

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 07/13/2024 Ending Date: 07/13/2024

Special terms and conditions for special event/special retail:

EVENT WILL BE JULY 13, 2024 AT THE GROUNDS. ENTRANCE/EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWAL LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: RENTAL HALL

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE JULY 13, 2024 AT THE GROUNDS. ENTRANCE/EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWAL LICENSE.



This Lease Agreement (this "Agreement") is made as of the Effective Date by and between Bottles Up Mobile, Inc ("Concessionaire") and Greater Gulf State Fair, Inc. ("Facility")

BACKGROUND

In accordance with existing lease agreement and sublease agreement, Facility grants Concessionaire the rights to operator concession service at a festival event currently known as Eminence Promotions Tuff Man Contest (collectively, the "Event" and each individual) on the grounds of Greater Gulf State Fair, located at 1035 N. Cody Road, Mobile, AL 36608 (the "Venue"). Festival will operate Saturday, July 13, 2024 7:00pm - 11:00pm. Concessionaire is in the business of operating beverage concessions services at festivals, tournaments, and other events.

Accepted and agreed as of the effective date:

Bottles up Mobile, Inc

By: B. McGregor

Name: Bratton McGregor

Title: President

Greater Gulf State Fair Inc

By: [Signature]

Name: T. John Wade

Title: Exec. Director

By: _____

Position: Executive Director

Date: 16 May 2024



STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

(FOR SOS OFFICE USE ONLY)

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	\$100.00
County	\$100.00
Exp	\$0.00
Total	\$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1

PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator

Office Address

Mailing Address

THOMAS B MCGREGOR B

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.



ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

12/22/2021

DATE

THOMAS B MCGREGOR PRESIDENT

ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022



RES992969

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

December 22, 2021

Date

J. H. Merrill

John H. Merrill

Secretary of State

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

BOTTLES UP MOBILE INC
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efileproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BOTT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY (**REQUIRED** - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork
1035 N. Cody Road Mobile AL 36608

Ownership Type

Company Name

The above described property is **RENT/LEASED** to/by **Bottles Up Mobile Inc.**

Who has applied for an **ALABAMA ALCOHOLIC BEVERAGE LICENSE** at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20 _____

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025

Notary Stamp



Owner of Property (Print Name)

Applicant Name (Print Name)

T. Joshua Walls
Owner of Property (Signature)

Bratton M. Gregor
Applicant Name (Signature)

Address

Address

1035 N. Cody Road

City, State, Zip

Mobile AL 36608

Date Agreement Signed

6/25/24

6/25/24

My Place

Information for address:
1035 CODY RD N

- **Parcel Information:**

Key / ID:

[00479574 / R022803074000001,000](#)

Owner:

Greater Gulf State Fair Inc
P O Box 8307

Mobile, AL 36689

Subdivision:

None

- **Jurisdiction:**

[City of Mobile](#)

- **Neighborhood Renewal District:**

Community Block Grant Area

- **Revenue District:**

7

- **Township/Range/Section:**

4s2w07

- **Tract Census 2010:**

006402

- **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1745960.189

Y: 259636.499

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

- **Fire District:**

Fire Station 1 Lloyd J Freeman

- **Garbage Pickup Day:**

No Service-Null - Route Null

- **Police Precinct / Beat:**

Precinct - 4 / Beat - 44

•

Community Action Group:

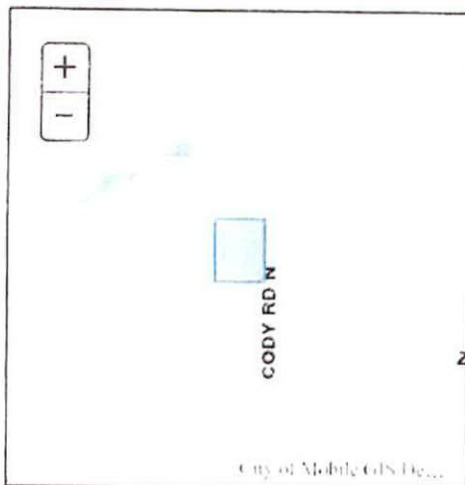
N/A

•

Trash Pickup Day:

N/A

TextMyGov



Political:

- **City Council District:**

[7 - Gina Gregory](#)

- **County Commissioner District:** [2](#)

- **State House District:** [101](#)

- **State Senate District:** [34](#)

School:

- **Elementary School District:**

[Orchard](#)

- **High School District:**

[Blount](#)

- **Middle School District:**

[Scarborough](#)

- **School Board District:** [1](#)

Flooding Information:

•

Flood Zone:

[Check flood zone on City Map](#)

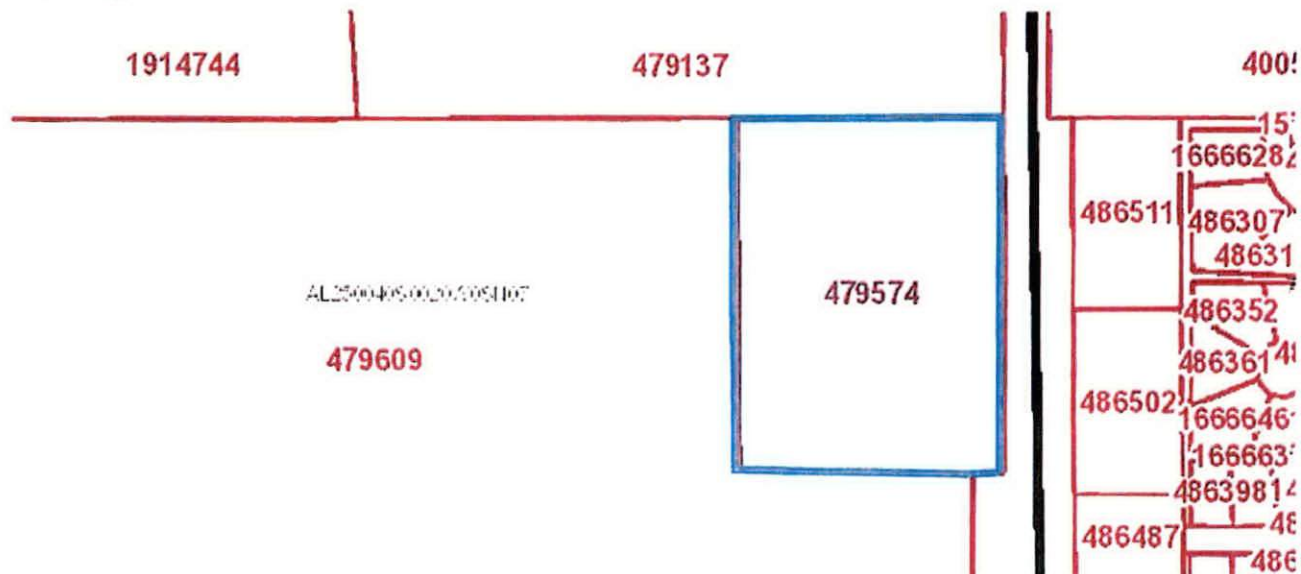
In This Section

[Mapping](#)

Mobile County Property Search

Key Number: 479574 For Year 2024

Map



Property Details

Account

Key Number: 479574

Legal Description: COMG AT NE COR OF NE 1/4 OF SE 1/4 OF SEC 7 T4S R2W RUN TH W ALG N/L OF SD 1/4 1/4 40 FT TO A PT ON W R/W LINE OF CODY RD NOW LOC TH CONT RUN W ALG SD N/L OF NE 1/4 OF SE 1/4 490 FT M/L TO PT TH RUN S 631 FT M/L TH RUN E 490 FT M/L TO PT ON W R/W LINE OF CODY RD RUN TH N ALG SD W R/W 631 FT M/L TO POB #SEC 7 T4S R2W #MP28 03 07 4 000

Parcel Number: 2803074000001XXX

Type: Real

Property Class: 2

Location

Address: CODY RD CO

Owner

Name: GREATER GULF STATE FAIR INC

Mailing Address: P O BOX 8307

MOBILE , AL 36689



This Lease Agreement (this "Agreement") is made as of the Effective Date by and between Bottles Up Mobile, Inc ("Concessionaire") and Greater Gulf State Fair, Inc. ("Facility")

BACKGROUND

In accordance with existing lease agreement and sublease agreement, Facility grants Concessionaire the rights to operator concession service at a festival event currently known as Eminence Promotions Tuff Man Contest (collectively, the "Event" and each individual) on the grounds of Greater Gulf State Fair, located at 1035 N. Cody Road, Mobile, AL 36608 (the "Venue"). Festival will operate Saturday, July 13, 2024 7:00pm - 11:00pm. Concessionaire is in the business of operating beverage concessions services at festivals, tournaments, and other events.

Accepted and agreed as of the effective date:

Bottles up Mobile, Inc

By: B. McGregor

Name: Bratton McGregor

Title: President

Greater Gulf State Fair Inc

By: [Signature]

Name: T. John Velez

Title: Exec Director

By: _____

Position: Executive Director

Date: 16 May 2024



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other SPECIAL EVENT	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☒ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name BOTTLES UP MOBILE INC				Trade Name (DBA) EMINENCE PROMOTIONS TUFF MAN CONTEST			
Company Physical Address (Street Address, Suite #) 1035 CODY ROAD NORTH				City MOBILE	State AL	Zip Code 36608	
Business Contact Person Information Name T BRATTON MCGREGOR		Title OWNER	Phone 	Email BARGUY@BOTTLESUPMOBILE.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 43,000	Parking Provided N/A	Parking Required N/A	Compliance YES	Zoning R-1	Approved YES		
Comments Approved per previous approvals							
Print Name Payton Rogers		Signature 		Date 6/27/2024		Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.06.27 14:13:04-05'00'	

July 13th 2024 - Fairgrounds - Eminence Promotions Tuff Man Contest

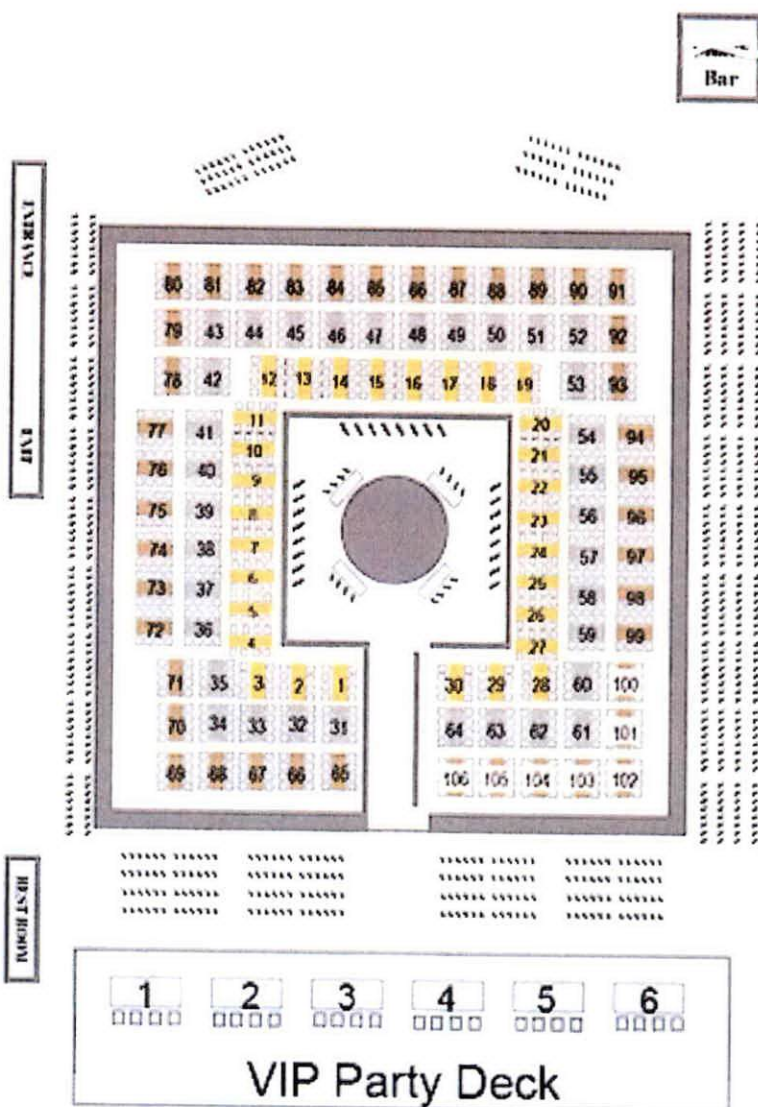
Bratton McGregor - Bottles Up Mobile Inc. - President

1035 Cody Rd. North Mobile AL 36608

Numbered Tables Have seating - also seating around edges of room

B McGregor

6.19.24



RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **727 FLORIDA STREET EXTENSION** 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, 4, 5, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **727 FLORIDA STREET EXTENSION** described as:

LOT 40 CECELIA COURT 2ND ADD MBK 8 P 93 #SEC 44 T4S R1W
#MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 187

Last Assessed to: HARMON CHARLES ANN C/O TULANI JACKSON

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

July 1, 2024



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, July 9, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **727 FLORIDA STREET EXTENSION**. OWNED BY OR MAY HAVE AN INTEREST: **HARMON CHARLES ANN C/O TULANI JACKSON** 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 0 024 187

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

727 FLORIDA STREET EXT

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/07/2023	Comments	

Property Score

Score	62	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-27-23

Noted 5 to 0 for Demolition
[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 05/07/2024

Property Address: 727 Florida Street Extension **District No:** 1

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

















Affidavit of Mailed Notice



July 1, 2024

State of Alabama
County of Mobile

Subject Property – 727 Florida Street Extension.

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 12 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.

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over a horizontal line.

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Charles Ann Harmon
727 Florida Street Extension
Mobile, AL 36617-2676

May 15, 2024

RE: **727 Florida Street Ext**
Project Number: ME-153-23

Dear Charles Ann Harmon:

On May 7, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 727 Florida Street Extension.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 40 CECILIA COURT 2ND ADD MBK 8 P 93 #SEC 44 T4S R1W
#MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 187

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 **June 29, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 29, 2024**, provide the Code Official with a work plan to accomplish the repairs by **June 29, 2024**, 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 **June 29, 2024**, 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 **July 9, 2024, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

- 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: 727 Florida St Ext

Date: February 1, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 9, 2023

Per the Title Report, the owner is: Charles Ann Harmon

Notes: Due to age of owner I listed multiple family members and persons that paid taxes on behalf of the owner. No information showing owner is deceased.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Charles Ann Harmon
727 Florida St Ext
Mobile AL 36617-2676 | Owner – Revenue Commission location/subject address
LexisNexis address good 3/1994 – 11/2023 |
| 2 | Tulane Jackson and Erroll E Jackson
2412 6 th PL NW
Center Point AL 35215-2222 | Listed as c/o address on Revenue Commission website from 2020 to 2024
LexisNexis address good 1/2005 – 11/2023
Phone numbers 888/321/4678 and 205-582-9187 both good 2023
Paid 2020 & 2021 taxes per Revenue Commission website |
| 3 | Nandi Harmon
5054 Paces Station Dr
Atlanta GA 30339-4056 | Listed as c/o address on Revenue Commission website in 2019
Lexis Nexis address good 12/2017 – 11/2022
Phone number 678-571-1194 |
| 4 | Nandi Harmon
708 Ivy Green Ln SE
Marietta GA 30067-3934 | LexisNexis address good 1/2021 – 1/2024 |
| 5 | Nandi Harmon
119 Pharr Rd NW Apt G2
Atlanta GA 30305-2163 | LexisNexis address good 3/2012 – 3/2020 |

- | | | |
|----|--|--|
| 6 | Rhonda Nodd
1715 Main St
Mobile AL 36617-1743 | Paid 2017 & 2018 taxes per Revenue Commission website – LexisNexis address good 12/1991 to 11/2023 – Phone numbers 251-648-1809, 251-391-0130, 251-456-9100 and 251-344-1264 good 2023 |
| 7 | Rhonda Nodd
119 Lee St
Chickasaw AL 36611-1519 | LexisNexis address good 6/2023 – 10/2023 |
| 8 | Rhonda Nodd
1157 Lucerne Dr
Mobile AL 36608-4180 | LexisNexis address good 3/2023 |
| 9 | Rhonda Nodd
112 W Grant St
Chickasaw AL 36611-2009 | LexisNexis address good 1/2022 |
| 10 | Erroll Jackson
16124 Plymouth Dr
Markham IL 60428-4733 | Paid taxes 2021 per Revenue Commission website
Lexis Nexis address good 9/2020
Phone numbers 708-527-4685, 888-321-4678,
205-675-8395 good 2023 |

**TAX STATUS: 2022 Tax Lien – 2023 taxes are not paid –
will go to lien sale in May 2024**

- | | | |
|----|---|---|
| 11 | Constansia H. Ellis
486 Brooklyn Ave Apt F14
Brooklyn NY 11225-4453 | 2022 Tax Lien holder
LexisNexis address good 3/2021 – 11/2023
Phone number 845-420-4915, 646-241-7928 and
814-441-9154 all good through 2023 |
| 12 | Constansia H. Ellis
1925 Quentin Rd Apt 4A
Brooklyn NY 11229-2356 | LexisNexis address good 6/2020 – 4/2021 |

Parties with recorded liens per Title Report:

Weed Lien: City of Mobile vs Charles Ann Harmon c/o Tulani Jackson, adopted 12/14/2021, recorded 1/7/2022, instrument number 2022001217.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Charles Ann Harmon, filed 9/23/2019, recorded 9/30/2019, instrument number 2019057592

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **2956 PAGES LANE** 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, 4, 5, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2956 PAGES LANE** described as:

LOT 18 BLK N NEESE ADD TO CRICHTON REC IN MBK 4 PGS 168-169 #SEC 18 T4S R1W #MP29 08 18 1 002

Parcel Number: 29 08 18 1 002 097

Last Assessed to: WEAVER MABEL C/O PATRICIA SNOW

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

July 1, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, July 9, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2956 PAGES LANE**. OWNED BY OR MAY HAVE AN INTEREST: **WEAVER MABEL C/O PATRICIA SNOW** 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 08 18 1 002 097

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

2956 PAGES LANE

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/07/2023	Comments	

Property Score

Score	70	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-14-23

MEO: M. Davis

Date: 05/07/2024

Property Address: 2956 Pages Lane **District No:** 1

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



JUN 28 2024













Affidavit of Mailed Notice



July 1, 2024

State of Alabama
County of Mobile

Subject Property – 2956 Pages Lane.

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.

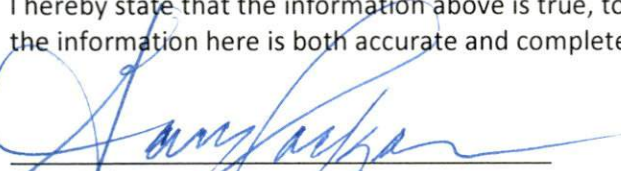
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 10 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also 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



Heirs of Mabel Weaver
Patricia Snow
2956 Pages Lane
Mobile, AL 36607-1524

May 15, 2024

RE: **2956 Pages Lane**
Project Number: ME-137-23

Dear Patricia Snow:

On May 7, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2956 Pages Lane.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 18 BLK N NEESE ADD TO CRICHTON REC IN MBK 4 PGS 168-169 #SEC 18 T4S R1W #MP29 08 18 1 002

Parcel Number: 29 08 18 1 002 097

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

- The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 29, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 29, 2024**, provide the Code Official with a work plan to accomplish the repairs by **June 29, 2024**, 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 **June 29, 2024**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

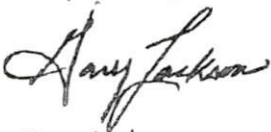
- IV. **NOTICE** is hereby given that on July 9, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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: 2956 Pages Lane

Date: February 1, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 26, 2023

Per the Title Report, the owner is: Heirs of Mabel Weaver

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Patricia Snow
2956 Pages Ln
Mobile AL 36607-1524 | Heir – Location/Subject property per Revenue Commission website – Phone numbers 205-393-7469, 205-758-0074, and 205-349-4043 |
| 2 | Patricia Snow
PO Box 21267
Tuscaloosa AL 35402-1267 | Revenue Commission mailing address good 2019 to 2024 – LexisNexis address good 11/2023 |
| 3 | Patricia Snow
1001 21 st Ave
Tuscaloosa AL 35401-2326 | LexisNexis address good 1/2024 |
| 4 | Patricia Snow
2011 Paul W Bryant Dr
Tuscaloosa AL 35401-2311 | LexisNexis address good 2022 |
| 5 | Patricia Snow
224 The Highlands
Tuscaloosa AL 35404-2917 | LexisNexis address good 2022 |
| 6 | Elisabeth Vandillon
1433 Regency Oaks Dr W
Mobile AL 36609-2230 | Heir – LexisNexis address good 1/2024
Phone number 251-343-7387 |

7 Elisabeth Vandillon
1433 Regency Oaks Dr E
Mobile AL 36609-2209

LexisNexis address good 11/2023

8 Glenda Warren
4348 Barclay Pl
Milton FL 32571-2204

Heir – LexisNexis address good 1/2024
Phone numbers 850-393-5221, 850-995-0488 and
850-232-8360

9 Glenda Warren
1030 Meadson Cir
Pensacola FL 32506-8167

LexisNexis address good 2022

10 Glenda Warren
3345 Bluewater Dr
Pensacola FL 32503-5101

LexisNexis address good 2022

TAX STATUS: 2023 TAXES ARE CURRENT

Parties with recorded liens per Title Report:

Weed Lien: City of Mobile vs Mabel Weaver, adopted 3/12/2020, recorded 6/18/2020,
instrument number 2020035860

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **1002 ALBA 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, 4, 5, 6, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1002 ALBA STREET** described as:

S 1/2 LOT 27 COWAN SUB DBK 77 P 357 #SEC 34 T4S R1W #MP29
11 34 1 001

Parcel Number: 29 11 34 1 001 044

Last Assessed to: ROSS LAWRENCE WAYMON JR, EVA WALKER

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

July 1, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR' line.

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, July 9, 2024**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1002 ALBA STREET**. OWNED BY OR MAY HAVE AN INTEREST: **ROSS LAWRENCE WAYMON JR, EVA WALKER** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 11 34 1 001 044

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

1002 ALBA ST

Property Details

PARCEL KEYX	00963461	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	85	SCORE DESCRIPTION	Demo
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Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2-26-24

MEO: M. Davis

Date: 05/07/2024

Property Address: 1002 Alba Street

District No: 3

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 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.
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- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 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.













Affidavit of Mailed Notice



July 1, 2024

State of Alabama
County of Mobile

Subject Property – 1002 Alba 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.

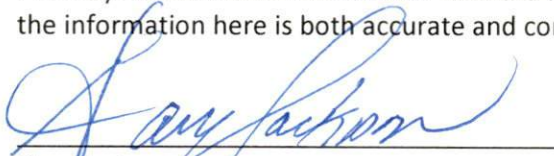
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also 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**



Lawrence Waymon Ross, Jr.
Eva Walker
Lamar Walker
Lionel Walker
1002 Alba Street
Mobile, AL 36605-1502

May 15, 2024

RE: **1002 Alba Street**
Project Number: ME-014-24

Dear Patricia Snow:

On May 7, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1002 Alba Street.

I. **PROPERTY** The legal description of the Property is as follows:

S 1/2 LOT 27 COWAN SUB DBK 77 P 357 #SEC 34 T4S R1W #MP29
11 34 1 001

Parcel Number: 29 11 34 1 001 044

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 29, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 29, 2024**, provide the Code Official with a work plan to accomplish the repairs by **June 29, 2024**, 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 **June 29, 2024**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

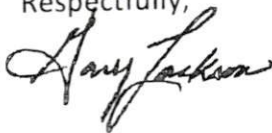
- IV. **NOTICE** is hereby given that on July 9, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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: 1002 Alba Street

Date: April 17, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 13, 2024

Per the Title Report, the owner is: Lawrence Waymon Ross, Jr., Eva Walker, Catherine Walker, and Mary Louise Walker

Notes: Mary Walker is deceased as of 9/17/2019. No obit available. I listed her son based on LexisNexis. Catherine Walker is deceased as of 11/19/2007. Eva Walker is 83 years old. Eva's LexisNexis relative page lists her sons as the same as her siblings. I listed them as contacts (Lionel and Lamar Walker). Genealogy was unable to locate Mary Walker.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Lawrence Waymon Ross, Jr.
Eva Walker
Lamar Walker
Lionel Walker
1002 Alba St
Mobile AL 36605-1502 | Owner - Subject/location address – LexisNexis
address good 1/1983 – 2/2024 Phone number is
old but listed as current 251-433-3475 – He is the
only person paying taxes out of all the other
owners. |
| 2 | Lawrence Waymon Ross, Jr.
3577 Dauphin Island Pkwy Apt 45
Mobile AL 36605-3832 | Revenue Commission website mailing address
Good 2022-2024. |
| 3 | Eva Walker
2219 Dauphin Island Pkwy Apt 106
Mobile AL 36605-3373 | Owner – Lexis Nexis address good 2/2024 –
Phone numbers same as above. |
| 4 | Eva Walker
2600 Burgess St
Mobile AL 36606-2131 | LexisNexis address good 6/2019 |
| 5 | Lionel Walker
960 Abilene Dr E
Mobile AL 36695-5004 | Son of Mary Walker - LexisNexis address good
11/2017 but states current – Phone number 251-
635-1005 no date. |

6 Lamar Walker
2001 Brill Rd Apt I5
Mobile AL 36605-4043

Son of Catherine Walker – LexisNexis address
good 1/2024 – Phone number 201-367-2986 good
4/2024 and 251-930-2034 good 11/2022

7 Lamar Walker
2254 Barlow St
Mobile AL 36617-2462

LexisNexis address good 2022

TAX STATUS: 2023 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Lawrence Waymon Ross, Jr., Eva Walker, Catherine Walker, and Mary Louise Walker, filed on 11/20/2023, recorded on 3/21/2024, instrument number 2024016320

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **2060 WEBB AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 4, 5, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2060 WEBB AVENUE** described as:

FROM IRON MARKER AT THE INT N/L LOT 2 FULTON TRT & W/L FULTON RD RUN TH S ALG SD W/L 349.56 FT TO PT TH W & PAR WEBB AVE 686.6 FT TO MARKER FOR POB TH S PAR TO FULTON RD 236.88 FT TO IRON MARKER ON N R/W/L WEBB AVE TH E ALG SD N R/W/L 66.8 FT TO IRON MARKER TH N PAR FULTON RD 236.88 FT TO IRON MARKER TH W PAR WEBB AVE 66.8 FT TO POB #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel Number: 32 02 37 0 003 107

Last Assessed to: CUNNINGHAM JOHN ROBERT & DEBRA RENEE

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

July 1, 2024



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, July 9, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2060 WEBB AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **CUNNINGHAM JOHN ROBERT & DEBRA RENEE** 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: 32 02 37 0 003 107

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2060 WEBB AVE

Property Details

PARCEL KEY#	00986400	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	78	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/26/24

MEO: M. Davis

Date: 05/07/2024

Property Address: 2060 Webb Avenue

District No: 3

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 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.











Affidavit of Mailed Notice



July 1, 2024

State of Alabama
County of Mobile

Subject Property – 2060 Webb Avenue.

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 9 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over a horizontal line.

Gary Jackson,
Municipal Enforcement Deputy Director

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



John Robert Cunningham
Debra Renee Cunningham
2060 Webb Avenue
Mobile, AL 36605-5124

May 15, 2024

RE: **2060 Webb Avenue**
Project Number: ME-016-24

Dear John Robert Cunningham and Debra Renee Cunningham:

On May 7, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2060 Webb Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

**FROM IRON MARKER AT THE INT N/L LOT 2 FULTON TRT & W/L
FULTON RD RUN TH S ALG SD W/L 349.56 FT TO PT TH W & PAR
WEBB AVE 686.6 FT TO MARKER FOR POB TH S PAR TO FULTON
RD 236.88 FT TO IRON MARKER ON N R/W/L WEBB AVE TH E ALG
SD N R/W/L 66.8 FT TO IRON MARKER TH N PAR FULTON RD
236.88 FT TO IRON MARKER TH W PAR WEBB AVE 66.8 FT TO POB
#SEC 37 T5S R1W #MP32 02 37 0 003**

Parcel Number: 32 02 37 0 003 107

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 **June 29, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 29, 2024**, provide the Code Official with a work plan to accomplish the repairs by **June 29, 2024**, 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 **June 29, 2024**, 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 July 9, 2024, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- 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: 2060 Webb Avenue

Date: April 17, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: April 16, 2024

Per the Title Report, the owner is: Fee simple is vested in John Robert Cunningham and Debra Renee Cunningham

Notes: The subject property is homestead.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | John Robert Cunningham
Debra Renee Cunningham
2060 Webb Ave
Mobile AL 36605-5124 | Owners – Subject/location address and mailing address listed on Revenue Commission website since 2002 to 2024.
Phone numbers are 251-680-4986, 251-366-9112, 251-366-3288 and 251-366-5038 good 2024 |
| 2 | John Robert Cunningham
Debra Renee Cunningham
8775 Jeff Hamilton Rd Apt 191
Mobile AL 36695-8342 | LexisNexis address good 4/2023 |
| 3 | John Robert Cunningham
Debra Renee Cunningham
1156 Anders Dr
Mobile AL 36608-5608 | LexisNexis address good 11/2023 |
| 4 | John Robert Cunningham
Debra Renee Cunningham
2006 N Gimon Cir
Mobile AL 36605-2311 | LexisNexis address good 8/2020 |

TAX STATUS: TAXES ARE CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|--|---|
| 5 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs John R. Cunningham,
recorded 4/4/2024, instrument number
2024019917. Account number: IIT-R003319328
Lien number 1640877568 |
|---|--|---|

- | | | |
|---|---|---|
| 6 | Midland Credit Management, Inc.
c/o Jason Patrick Zarzaur
PO Box 11366
Birmingham AL 35202 | Midland Credit Management, Inc. vs John R Cunningham, recorded 7/25/2023, instrument number 2023044404 |
| 7 | Portfolio Recovery Associates, LLC
c/o Malea Ann Higdon
PO Box 1697
Jackson MS 39215 | Portfolio Recovery Associates, LLC vs Debra Cunningham, recorded 2/15/2022, instrument number 2022011850. |
| 8 | Midland Funding, LLC
c/o Richard Gwin Moxley, III
PO Box 4953
Montgomery AL 36103 | Midland Funding, LLC vs Debra Cunningham, recorded 4/14/2015, BK 7250 PG 1721 |

Open Mortgages

- | | | |
|---|--|--|
| 9 | Citi Financial
PO Box 17170
Baltimore MD 21203 | Mortgage recorded BK 5161 PG 1373 on 5/17/2002 |
|---|--|--|

Lis Pendens

Lis Pendens filed November 20, 2023 against John Robert Cunningham and Debra Renee Cunningham, recorded March 21, 2024, instrument number 2024016319 by the City of Mobile.

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2559 Dohm Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2559 Dohm Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2559 Dohm Street** to be **\$3,699.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,699.00** shall constitute a special assessment against the property at structure **2559 Dohm Street** and being that property more particularly described as follows:

LOT 2 STRAUSS ADD TO CRICHTON DBK 156 N.S. PG 61 #SEC 23 T4S R1W #MP29 07 23 0 006

Parcel No.: **29 07 23 0 006 101.xxx**

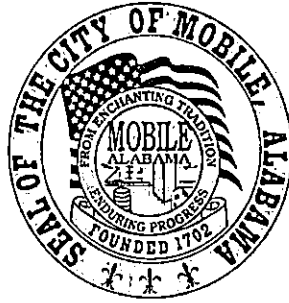
Owner: **CALDWELL ROSEMARY
84-688 MAHIKU ST APT 156A
WAIANA, HAWAII 06792-1636**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 9, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **2559 Dohm Street**, for the proposed amount of **\$3,699.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk



May 2, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:

ME-027--23

LOCATION:

2559 Dohm Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 2 STRAUSS ADD TO CRICHTON DBK 156 N.S. PG 61 #SEC 23 T4S R1W #MP29
07 23 0 006

Parcel Number: **29 07 23 0 006 101.XXX**

Amount: ~~\$3499.00~~ **\$3,699.00**

Assessed: CALDWELL ROSEMARY
84-688 ALA MAHIKU ST APT 156A
WAIANA. HAWAII 06792-1636

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', with a long, sweeping horizontal line extending to the right.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1957 Pleasant Avenue

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1957 Pleasant Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1957 Pleasant Avenue** to be **\$1,548.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$1,548.00** shall constitute a special assessment against the property at structure **1957 Pleasant Avenue** and being that property more particularly described as follows:

TO FIND THE POB, BEG AT SE COR OF STATON RD & PLEASANT AVE RUN N 71 DEG 18 MIN 50 SEC E ALG THE S/L OF PLEASANT AVE A DIS 1491.44 FT TO AN IRON MARKER FOR POB TH RUN S 18 DEG 41 MIN 10 SEC E A DIS OF 125 FT TH N 71 DEG 18 MIN 50 SEC E A DIS OF 69.92 FT TH N 18 DEG 20 MIN 20 SEC W DIS OF 125 FT TO S/L OF PLEASANT AVE TH S 71 DEG 18 MIN 50 SEC W ALG S/L OF PLEASANT AVE DIS OF 70.67 FT TO POB #SEC 42 T4S R1W #MP29 07 42 0 004

Parcel No.: **29 07 42 0 004 309.xxx**

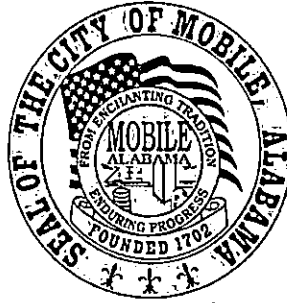
Owner: **THOMAS ARTHUR
909 KENNY ST
MOBILE AL 36606-4714**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 9, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1957 Pleasant Avenue**, for the proposed amount of **\$1,548.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538**.

Lisa C. Lambert
City Clerk

May 29, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-175-19

LOCATION:
1957 Pleasant Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: TO FIND THE POB, BEG AT SE COR OF STATON RD & PLEASANT AVE RUN N 71 DEG 18 MIN 50 SEC E ALG THE S/L OF PLEASANT AVE A DIS 1491.44 FT TO AN IRON MARKER FOR POB TH RUN S 18 DEG 41 MIN 10 SEC E A DIS OF 125 FT TH N 71 DEG 18 MIN 50 SEC E A DIS OF 69.92 FT TH N 18 DEG 20 MIN 20 SEC W DIS OF 125 FT TO S/L OF PLEASANT AVE TH S 71 DEG 18 MIN 50 SEC W ALG S/L OF PLEASANT AVE DIS OF 70.67 FT TO POB #SEC 42 T4S R1W #MP29 07 42 0 004

Parcel Number: 29 07 42 0 004 309.XXX

Amount: ~~\$1,348.00~~ \$1,548.00

Assessed: THOMAS ARTHUR
909 KENNY ST
MOBILE AL 36606-4714

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over a horizontal line.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
475 Ridge Road Street

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **475 Ridge Road Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **475 Ridge Road Street** to be **\$3,047.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,047.00** shall constitute a special assessment against the property at structure **475 Ridge Road Street** and being that property more particularly described as follows:

LOT 2 BLK C CEDAR RIDGE SUB MBK 5 P 287 #SEC 44 T4S R1W #MP29 02 44 0 028

Parcel No.: **29 02 44 0 028 029.xxx**

Owner: **SNOWDEN FRANK & BESSIE RINCH
475 E RIDGE RD
MOBILE, AL 36617-2336**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 9, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **475 Ridge Road Street**, for the proposed amount of **\$3,047.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk



May 29, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-060-23

LOCATION:
475 Ridge Road Street
E. Ridge Road

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 2 BLK C CEDAR RIDGE SUB MBK 5 P 287 #SEC 44 T4S R1W #MP29 02 44 0 028

Parcel Number: 29 02 44 0 028 029.XXX

Amount: ~~\$2,847.00~~ *\$3,047.00*

Assessed SNOWDEN FRANK & BESSIE RINCH
475 E RIDGE RD
MOBILE AL 36617-2336

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Cory Penn, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
660 St. Anthony Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **660 St. Anthony Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **660 St. Anthony Street** to be **\$2,674.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,674.00** shall constitute a special assessment against the property at structure **660 St. Anthony Street** and being that property more particularly described as follows:

THAT CERTAIN PARCEL OF LAND BOUNDED BY A LINE BEGINNING AT A POINT ON THE NORTH SIDE OF ST. ANTHONY STREET 31 FEET EAST FROM THE NORTHEAST CORNER OF ST. ANTHONY ST AND WASHING AVENUE; THENCE RUNNING EAST ALONG THE NORTH SIDE OF ST. ANTHONY STREET A DISTANCE OF 18.5 FEET TO A POINT; THENCE NORTH AND ALONG A LINE OF AN INTERIOR ANGLE OF 90 DEG 13 MIN A DISTANCE OF 70 FEET TO A POINT; THENCE WEST AND PARALLEL WITH ST. ANTHONY STREET A DISTANCE OF 18 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH WASHINGTON AVENUE A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING.

Parcel No.: **29 06 40 0 003225**

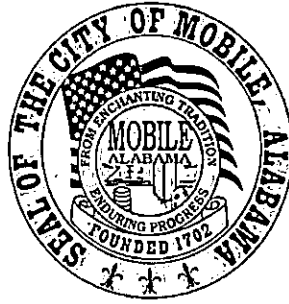
Owner: **SCIENCE OF LIFE CHURCH
1214 SHORES ACRES DR
MOBILE AL 36605-3512**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 9, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **660 St. Anthony Street**, for the proposed amount of **\$2,674.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538**.

Lisa C. Lambert
City Clerk

May 29, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: **NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE**

PROJECT NUMBER:
ME-066-23

LOCATION:
660 St. Anthony Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT CERTAIN PARCEL OF LAND BOUNDED BY A LINE BEGINNING AT A POINT ON THE NORTH SIDE OF ST. ANTHONY STREET 31 FEET EAST FROM THE NORTHEAST CORNER OF ST. ANTHONY ST AND WASHINGTON AVENUE; THENCE RUNNING EAST ALONG THE NORTH SIDE OF ST. ANTHONY STREET A DISTANCE OF 18.5 FEET TO A POINT; THENCE NORTH AND ALONG A LINE OF AN INTERIOR ANGLE OF 90 DEG 13 MIN A DISTANCE OF 70 FEET TO A POINT; THENCE WEST AND PARALLEL WITH ST. ANTHONY STREET A DISTANCE OF 18 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH WASHINGTON AVENUE A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING.

Parcel Number: **29 06 40 0 003225**

Amount: ~~\$2,474.00~~ *\$2,674.00*

Assessed: SCIENCE OF LIFE CHURCH

1214 SHORE ACRES DR MOBILE AL 36605-3512

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A blue ink signature of Gary L. Jackson, written in a cursive style.
Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilman William Carroll, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1157 Kentucky Street

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1157 Kentucky Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1157 Kentucky Street** to be **\$3,950.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,950.00** shall constitute a special assessment against the property at structure **1157 Kentucky Street** and being that property more particularly described as follows:

THAT LOT OF LAND KNOWN AS LOT 13 IN SQ 22 OF BASCOMBE TRT AS PER MAP OF RECORD IN THE PROBATE COURT OF MOBILE CO AL SD LOT BEG AT PT ON S/S OF KENTUCKY ST 135 FT W OF SW COR OF KENTUCKY & KELLY STS TH RUNNING WLY ALG S/S OF KENTUCKY ST 45 FT FOR FRONT OF SD LOT & EXTENDING SLY PAR WITH KELLY ST 150 FT FOR A DEPTH WITH SAME WIDTH IN REAR AS IN FRONT BEING SAME PPTY CONVEYED TO SISTERS OF THE VISITATION A CORPORATION BY DUFFY BLACK & WIFE JULIA BLACK BY DEED DTD APRIL 1 1932 DBK 240 N S PG 88 M

Parcel No.: **29 10 37 0 006 017.xxx**

Owner: **JONES ROBERT MORRIS & YOLANDA HARRIS
773 GORGAS ST
MOBILE AL 36603-1045**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 9, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1157 Kentucky Street**, for the proposed amount of **\$3,950.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

May 1, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-055-23

LOCATION:
1157 Kentucky Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT LOT OF LAND KNOWN AS LOT 13 IN SQ 22 OF BASCOMBE TRT AS PER MAP OF RECORD IN THE PROBATE COURT OF MOBILE CO AL SD LOT BEG AT PT ON S/S OF KENTUCKY ST 135 FT W OF SW COR OF KENTUCKY & KELLY STS TH RUNNING WLY ALG S/S OF KENTUCKY ST 45 FT FOR FRONT OF SD LOT & EXTENDING SLY PAR WITH KELLY ST 150 FT FOR A DEPTH WITH SAME WIDTH IN REAR AS IN FRONT BEING SAME PPTY CONVEYED TO SISTERS OF THE VISITATION A CORPORATION BY DUFFY BLACK & WIFE JULIA BLACK BY DEED DTD APRIL 1 1932 DBK 240 N S PG 88 MOBILE CO RECORDS #SEC 37 T4S R1W #MP29 10 37 0 006

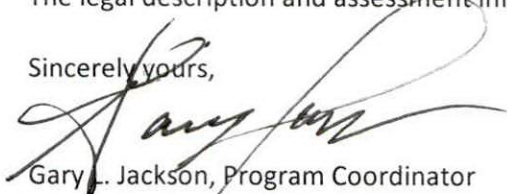
Parcel Number: **29 10 37 0 006 017.XXX**

Amount: ~~\$3,750.00~~ **\$3,950.00**

Assessed: JONES ROBERT MORRIS & YOLANDA HARRIS
773 GORGAS ST
MOBILE AL 36603-1045

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
4400 Government Boulevard

Sponsored by: Councilmember Ben Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **4400 Government Boulevard** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **4400 Government Boulevard** to be **\$51,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$51,200.00** shall constitute a special assessment against the property at structure **4400 Government Boulevard** and being that property more particularly described as follows:

THAT CERTAIN LOT OF LAND FORMED BY A LINE DESC AS FOLL TO WIT: TO THE POB COM AT THE SW COR OF SEC 11 T5S R2W OF THE ST STEPHENS MERIDIAN AL RUN ELY ALG THE S/L OF SD SEC 11 A DIS OF 111.73 FT TO A PT SD PT BEING ON A PROJ OF THE E RWL OF U S HWY 90 TH WITH A DEFL ANG OF 56 DEG 19 MIN TO THE LT RUN NELY ALG A PROJ OF THE E RWL OF U S HWY 90 A DIS OF 1159.54 FT TO A PT TH WITH A DEFL ANG OF 90 DEG 00 MIN TO THE LT RUN NWLY A DIS OF 250 FT TO A PT ON THE W RWL OF U S HWY 90 TH WITH A DEFL OF 90 DE

Parcel No.: **33 01 11 3 002 028.xxx**

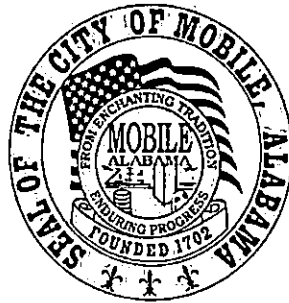
Owner: **CITY OF GRACE MOBILE ALABAMA
1516 RIDGELAND RD W
MOBILE AL 36695-2718**

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

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

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 9, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **4400 Government Boulevard**, for the proposed amount of **\$51,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

June 4, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-007-23

LOCATION:
4400 Government Blvd.

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: THAT CERTAIN LOT OF LAND FORMED BY A LINE DESC AS FOLL TO WIT: TO THE POB COM AT THE SW COR OF SEC 11 T5S R2W OF THE ST STEPHENS MERIDIAN AL RUN ELY ALG THE S/L OF SD SEC 11 A DIS OF 111.73 FT TO A PT SD PT BEING ON A PROJ OF THE E RWL OF U S HWY 90 TH WITH A DEFL ANG OF 56 DEG 19 MIN TO THE LT RUN NELY ALG A PROJ OF THE E RWL OF U S HWY 90 A DIS OF 1159.54 FT TO A PT TH WITH A DEFL ANG OF 90 DEG 00 MIN TO THE LT RUN NWLY A DIS OF 250 FT TO A PT ON THE W RWL OF U S HWY 90 TH WITH A DEFL OF 90 DEG 00 MIN TO THE RT RUN NELY ALG SD W RWL OF U S HWY 90 A DIS OF 120 FT TO THE POB OF THE PPTY HEREIN DESC FROM SD POB TH WITH A DEFL OF 89 DEG 38 MIN 30 SEC TO THE LT RUN NWLY A DIS OF 200 FT TH WITH AN INT ANG OF 90 DEG 21 MIN 30 SEC RUN NELY A DIS OF 278.85 FT TH WITH AN INT ANG OF 90 DEG 00 MIN RUN SELY A DIS OF 200 FT TO A PT ON SD W RWL OF U S HWY 90 TH RUN SWLY ALG SD W ROWL OF U S HWY 90 A DIS OF 35.22 FT TO A PT TH AN INT INT ANG OF 180 DEG 01 MIN RUN SWLY ALG SD W RWL A DIS OF 44.78 FT TO THE POB CONTG 1.28 ACRES M/L #SEC 11 T5S R2W #MP33 01 11 3 002

Parcel Number: **33 01 11 3 002 028.XXX**

Amount: ~~\$51,000.00~~ **\$51,200.00**

Assessed: CITY OF GRACE MOBILE ALABAMA
1516 RIDGELAND RD W
MOBILE AL 36695-2718

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department (251) 208-1540

CC: City Council Member, Ben Reynolds, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
7131 Second Street

Sponsored by: Councilmember Gina Gregory

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **7131 Second Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **7131 Second Street** to be **\$2,950.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,950.00** shall constitute a special assessment against the property at structure **7131 Second Street** and being that property more particularly described as follows:

LOTS 41 & 42 BLK 4 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 4 004

Parcel No.: **28 04 18 4 004 062.xxx**

Owner: **LAWSON TEKEELA M KIDD & MAURICE A LAWSON
661 DAUPHIN ISLAND PKWY
MOBILE AL 36606-1218**

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

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

Adopted:

Lisa.C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **July 9, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **7131 Second Street**, for the proposed amount of **\$2,950.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk

May 1, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-105-22

LOCATION:
7131 Second Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOTS 41 & 42 BLK 4 MOBILE TERRACE SUB DBK 156 P 540 #SEC 18 T4S
R2W #MP28 04 18 4 004

Parcel Number: **28 04 18 4 004 062.XXX**

Amount: ~~\$2,750.00~~ **\$2,950.00**

Assessed: LAWSON TEKEELA M KIDD & MAURICE A LAWSON
661 DAUPHIN ISLAND PKWY
MOBILE AL 36606-1218

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary W. Jackson', is written over a horizontal line.

Gary W. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member Gina Gregory, file copy



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Mary Ann Merchant, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: July 3, 2024
SUBJECT: Repeat Weed Lien Invoices G-74

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 74.
Please place these on the City Council's Agenda for July 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



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 2, 2024

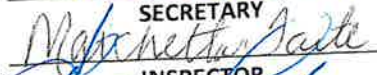
Lot Owner: BRANSON WALTER FRANKLIN JR
Address: 271 PARK AVE
City, State, Zip: MOBILE, AL 36607-2102
Repeat Group Number: 74 Item # 1

Lot Description:

BEG AT A PT ON THE NE COR OF SEC 31 T4S R1W TH RUN W ALG THE N/L OF SD SEC 31 A DIS OF 2631.8 FT M/L TO A PT TH RUN N 14.8 FT M/L TO A PT WHICH PT MARKS THE NE INT OF MERTZ RD & FARNELLS LN SOMETIMES CALL FARMER'S LN TH RUN N A DIS OF 704.53 FT TO A PT WHICH PT IS MARKED BY A STAKE & IS THE NW COR OF PPTY CONVEYED BY GUSTAVE J FOLLIN TO THOMAS N GLOVER DBK 467 P 670 WHICH PT MARKS POB OF PPTY HEREIN DESC FROM SD POB CONT N ALG E/L OF FARNELLS LN A DIS OF 100 FT TO A PT MARKED BY A WOODEN STAKE SD PT BEING THE SW COR OF PPTY CONVEYED TO HORACE J MAJETTA DBK 501 P 150 RUN TH E ALG S/L OF PPTY NOW OR FORMERLY OF MAJETTA A DIS OF 150 FT TO A PT TH S PAR WITH FARNELLS LN S DIS OF 100 FT TO A PT TH RUN W A DIS OF 150 FT TO A PT AT THE E/S OF FARNELLS LN & THE POB GRT SEC 51 T4S R1W #SEC 51 T4S R1W #MP29 09 51 0 003 (29 09 51 0 003 110.XXX) 757 FARNELL LN

Nuisance Date: 5/10/2024
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	15,000	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **RICHARDSON OSCAR RAY ETAL**
Address: **451 S JEFFERSON ST**
City, State, Zip: **MOBILE, AL 36602**
Repeat Group Number: **74** Item # **2**

Lot Description: **BEG NW COR ST STEPHENS RD & ANDREWS ST RUN TH NLY 138 FT-S- TH WLY 180 FT-S- TH SLY 161.19 FT TH ELY 184 FT (S) TO POB PT GRT SEC 44 T4S R1W EQUAL INTERESTS OSCAR RAY RICHARDSON OLIVET FOSTER RICHARDSON EDWIN FOSTER OLETA C FOSTER #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 253.XXX) 1951 ST STEPHENS RD**

Nuisance Date: **5/10/2024**
Date lot was cut: **6/28/2024** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		27,158	\$ 0.0125	\$ 339.48
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	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 496.48

Shelia E Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Gary Foster
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: COLEMAN NELSE
Address: 1563 CAPITAL CIR SE SUITE 3-210
City, State, Zip: TALLAHASSEE, FL 32301
Repeat Group Number: 74 Item # 3

Lot Description: LOT 30 FAIRFIELD SUB MBK 5 P 635-636 #SEC 36 T4S R1W #MP29 11 36 0 005 (29 11 36 0 005 039.XXX) 1462 FAIRFIELD CT

Nuisance Date: 5/10/2024
Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,740	\$ 0.0125	\$ 134.25
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		40	\$ 7.00	\$ 280.00
Debris Removal	Cubic Yard			\$ 564.25
Total Project Cost:				\$ 564.25

Shelia E. Dean
SECRETARY

Megchothi J. Tate
INSPECTOR

Harry J. Adams
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **FRANKLIN MICHELLE & LARRY DERNELL FRANKLIN**
Address: **8371 MILTON RD**
City, State, Zip: **MOBILE, AL 36695**
Repeat Group Number: **74** Item # **4**

Lot Description: **LOT 7 BLK 9 FULTON RIDGE ESTATES MBK 4 PGS 110-115 #SEC 32 T4S R1W #MP29 11 32 4 001 (29 11 32 4 001 059.XXX) 1103 GIMON CIR**

Nuisance Date: 5/10/2024
Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,309	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard	1	\$	\$
Total Project Cost:				\$ 282.00

Shelia E Dean
SECRETARY
Maghitha Tate
INSPECTOR
Ray Parker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **BOARD OF WATER SEWER COMMISSIONER
OF THE CITY OF MOBILE**

Address: **P. O. BOX 180249**

City, State, Zip: **MOBILE, AL 36618-0249**

Repeat Group Number: **74** Item # **5**

Lot Description: **LOT 9 BLK 8 FULTON RIDGE ESTS MBK 4 PG 110-115 AS SHOWN ON BCM CONVERSE INC
DRAWING # ROW2 PROJ 05-0005 -03 DTD 2/87 ALSO BEING KNOWN AS 1100 W GIMON
CIR #SEC 32 T4S R1W #MP29 11 32 4 003 (29 11 32 4 003 007.XXX) 1100 GIMON CIR
W**

Nuisance Date: **5/10/2024**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,803	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 50.00

Shelia E. Davis
SECRETARY
Michele J. Tate
INSPECTOR
Andy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **WILLIAMS ADELE F/K/A ADELE LOTT**
C/O LORRAINE CANADA

Address: **19 WHALEY ST**

City, State, Zip: **DANBURY, CT 06810-5307**

Repeat Group Number: **74** Item # **6**

Lot Description: **W 1/2 LOT 2 HOUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 001(29 10 28 3 001 002.XXX) 1003 HOUSTON ST**

Nuisance Date: **5/10/2024**

Date lot was cut: **6/28/2024** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,431	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	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia E Dean

SECRETARY

Marchetta Jarte

INSPECTOR

Ann Fisher

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **HILL ROBERT E & LAURETTA L**
C/O LAWRENCE W HILL

Address: **221 GLENSHIRE DR**

City, State, Zip: **COLUMBIA, SC 29203**

Repeat Group Number: **74** Item # **7**

Lot Description: **LOT 2 BLK 4 RICHARD SUB TROPICAL PLACE DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 014.XXX) 1553 ORANGE ST**

Nuisance Date: **5/10/2024**

Date lot was cut: **6/28/2024** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,439	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		2	\$ 100.00	\$ 200.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 382.00

Shelia E. Dean
SECRETARY

N. L. McChesney
INSPECTOR

Randy Jones
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **STOKES CLEVELAND & BERNICE**
Address: **1073 JOY LANE**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **74** Item # **8**

Lot Description: **LOT 2 BLK 5 TROPICAL PL DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 106.XXX) 1552 ORANGE ST**

Nuisance Date: **5/10/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,708	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Marcelita Tate
INSPECTOR

Angie Foster
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **MCCARROLL KINETA**
Address: **1204 COUNTY RD #25**
City, State, Zip: **ABBEYVILLE, AL 36310**
Repeat Group Number: **74** Item # **9**

Lot Description: **LOT 6 BLOCK 4 BASCOMBE TRACT DBK 128 PG 1 #SEC 34 T4S R1W #MP29 11 34 1 002**
(29 11 34 1 002 026.XXX) 1100 ARLINGTON ST

Nuisance Date: 5/10/2024
Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,027	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	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia E. Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Amy Tate
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 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: 74 Item # 10

Lot Description: LOT 121 GULF MANOR MBK 6 PG 451-2 #SEC 36 T5S R1W #MP32 03 36 0 001 (32 03 36 0 001 042.XXX) 1612 MARENGO DR

Nuisance Date: 5/10/2024

Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,490	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each		\$ 3.00	\$ -
Per Spare Tire			\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard	1	\$	\$
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

Marjorie J. Jett

INSPECTOR

Ray J. Jett

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **KRAMER CARL H**
Address: **2651 S FAURE DR**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **74** Item # **11**

Lot Description: **LOT 208 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 36 T5S R1W #MP32 03 36 0 003 (32 03 36 0 003 017.XXX) 2651 S FAURE DR**

Nuisance Date: **5/10/2024**
Date lot was cut: **6/28/2024** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		16,013	\$ 0.0125	\$ 200.16
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ 1.00
Per Spare Tire		0	\$ 3.00	\$ 1.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 252.16

Shelia E Dean
SECRETARY
Marsha L. Lute
INSPECTOR
James L. Lute
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **ANDERSON MARY LEE**
C/O CARMICHALE PROPERTY GROUP LLC
Address: **P.O. BOX 161561**
City, State, Zip: **MOBILE, AL 36616-2561**
Repeat Group Number: **74** Item # **12**

Lot Description: **LOT 14 BLK 3 JACKSON & CUMMINGS FLORIDA HGTS SUB DBK 113 N S PG 495 #SEC 23**
T4S R1W #MP29 07 23 0 007 (29 07 23 0 007 008.XXX) 126 COLVIN ST

Nuisance Date: **5/10/2024**
Date lot was cut: **6/28/2024** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,792	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 282.00

Shelia E. Dean
SECRETARY

Maybelle L. Lute
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **REED HAROLD R III**
Address: **12260 VENICE BLVD**
City, State, Zip: **FOLEY, AL 36535-8104**
Repeat Group Number: **74** Item # **13**

Lot Description: **LOT 17 4TH UNIT JACKSON HGTS MBK 4 PG 582 #SEC 27 T4S R2W #MP28 08 27 1 000**
(28 08 27 1 000 001.XXX) 283 JACKSON BLVD

Nuisance Date: **5/10/2024**
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	19524	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



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **GRIGGS ARIEL**
Address: **3121 GOLDENEYE DR**
City, State, Zip: **MOBILE, AL 36695-4249**
Repeat Group Number: **74** Item # **14**

Lot Description: **LOT 18 BLK 34 HILLSDALE HGT 2ND ADD MBK 11 P 32 #SEC 08 T4S R2W #MP28 03 08 3 002 (28 03 08 3 002 055.XXX) 6404 BILOXI AVE**

Nuisance Date: **5/10/2024**
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	11014	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Michaela D. Dike
INSPECTOR

Anthony J. Davis
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **ROBERTS ERIC & SUWEI LI**
Address: **67323 SALT LICK LN**
City, State, Zip: **LACOMBE, LA 70445**
Repeat Group Number: **74** Item # **15**

Lot Description: **LOT 1 4219 MOFFETT ROAD S/D MBK 132/65 (28 01 12 2 002 012.XXX) 4219 MOFFETT RD**

Nuisance Date: **5/10/2024**
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	58236	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

Michaela S. Sute

INSPECTOR

James S. Sute

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

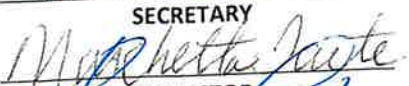
Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **PETTAWAY DEXTER F &**
Address: **5959 VAUGHN DR E**
City, State, Zip: **SATSUMA, AL 36572-2853**
Repeat Group Number: **74** Item # **16**

Lot Description: **LOT 1 HUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 001**
(29 10 28 3 001 001.XXX) 1001 HOUSTON ST

Nuisance Date: **5/10/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,774	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
P. O. BOX 327210
Address:
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **74** Item # **17**

Lot Description: **LOT 21 BLK 2 ARLINGTON DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002**
(29 11 34 1 002 009.XXX) 962 ARLINGTON ST

Nuisance Date: 5/10/2024
Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		2	\$ 100.00	\$ 200.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 382.00

Shelly E Dean

SECRETARY

Elizabeth Perryman

INSPECTOR

James L. Cook

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 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: 74 Item # 18

Lot Description: BEGINNING AT A POINT ON THE WEST LINE OF DAUPHIN ISLAND PARKWAY 51.73 FT NORTH OF THE
NORTHEAST CORNER OF LOT 1 BLOCK 16 FULTON RIDGE ESTATES MBK 4 PG 110 THEN RUN
WESTERLY 319.12 FT THEN SOUTHWESTERLY 326 FT THEN NORTHERLY 90 FT(S) THEN WESTERLY
110 FT THEN NORTHERLY 21.18 FT THEN NORTHEASTERLY ALONG A CURVE TO THE LEFT 105 FT(S)
THEN NORTHEASTERLY 690 FT(S) THEN SOUTH 150 FT(S) TO THE POINT OF BEGINNING. (29 11 32 1
000 090.XXX) 0 DAUPHIN ISLAND PKWY

Nuisance Date: 5/10/2024

Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,188	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		114,336	\$ 0.0125	\$ 1,429.20
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	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 1,586.20

Shelia E. Dean

SECRETARY

Michelle Tate

INSPECTOR

Ray Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **LEONARD GEORGE E JR AS
AS TRUSTEE OF THE
ROBERT JR & CLEO WEEKS**

Address: **1126 E 90TH ST**
City, State, Zip: **LOS, ANGELES, CA 90002**

Repeat Group Number: **74** Item # **19**

Lot Description: **LOT 33 OF PPTY FORMERLY OF THOMAS H SMITH LOC IN W 1/2 OF NW 1/4 OF SEC 18
T4S R1W DBK 156 N S PGS 404-7 SD LOT BEING SITUATED ON W/S OF JASPER ST S OF
MOFFAT RD #SEC 18 T4S R1W #MP29 08 18 2 001 (29 08 18 2 001 064.XXX) 331
SMITH ST**

Nuisance Date: **5/10/2024**

Date lot was cut: **6/28/2024** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,188	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 382.00

Shelia E Dean
SECRETARY
Marquita Tate
INSPECTOR
Gary Fuchs
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **LOTT FANNIE M**
Address: **4122 SPRINGDALE RD**
City, State, Zip: **MOBILE, AL 36609**
Repeat Group Number: **74** Item # **20**

Lot Description: **LOT 11 BLK T BERKSHIRE HILLS PART E MBK 9 P 265 #SEC 38 T4S R2W #MP28 08 38 4 001 (28 08 38 4 001 029.XXX) 4122 SPRINGDALE RD**

Nuisance Date: 5/10/2024
Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,446	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	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia E Dean

SECRETARY

Wayne Keith Tate

INSPECTOR

Ray Parker

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **YAGOUB ELYAS**
Address: **40 W LOURANDO DR**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **74** Item # **21**

Lot Description: **LOT 24 SHANNON'S RIVER PARK MBK 3 PG 543 #SEC 36 T5S R1W #MP32 03 36 0 004**
(32 03 36 0 004 127.XXX) 2371 COLUMBUS AVE

Nuisance Date: **5/10/2024**
Date lot was cut: **6/28/2024** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		27,890	\$ 0.0125	\$ 348.63
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	21	\$ 7.00	\$ 147.00
Total Project Cost:				\$ 645.63

Shelice E. Dean

SECRETARY

Elizabeth Perryman

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 2, 2024

Lot Owner: **AYLER ROBERT C II**
Address: **2312 PENNINGTON ST**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **74** Item # **22**

Lot Description: **LOT 4 RESUB OF GREERS SUB UNIT 2 MBK 13 P 35 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 288.XXX) 2061 TUCKER ST**

Nuisance Date: 5/10/2024
Date lot was cut: 6/28/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,211	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	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia E. Dean
SECRETARY
Marshalla J. Tate
INSPECTOR
Jimmy L. Tate
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 74** 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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,000.00 to The Boys and Girls of South Alabama, Inc. from his discretionary funds; and*

WHEREAS, The Boys and Girls of South Alabama, 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 The Boys and Girls of South Alabama, Inc. will *be used to assist with the Our City Our Future Telethon*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to The Boys and Girls of South Alabama, 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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reyn wishes to appropriate **\$1,250.00** to Inverness Subdivision Home Owners Association, Inc, from their discretionary funds; and*

WHEREAS, Inverness Subdivision Home Owners Association, Inc, is a non-profit corporation operating in Alabama and providing a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 Inverness Subdivision Home Owners Association, Inc, *will be used to assist with the removal of trees to prevent a public safety risk.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,250.00** to Inverness Subdivision Home Owners Association, Inc, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate **\$1,000.00** to Opportunity 4 Entertainers & Performing Arts from his discretionary funds; and*

WHEREAS, Opportunity 4 Entertainers & Performing Arts 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 Opportunity 4 Entertainers & Performing Arts will *be used to assist with the 2024-2025 MOB Music Festival on July 12-14, 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 **\$1,000.00** to Opportunity 4 Entertainers & Performing Arts, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate **\$6,000.00** to Ridgefield Property Owners Association, inc. from his discretionary funds; and*

WHEREAS, Ridgefield Property Owners Association, inc. is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to Ridgefield Property Owners Association, inc. *will be used to assist with the installation of cameras at Airport Boulevard and East Road entrances to monitor incoming and outgoing traffic.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$6,000.00** to Ridgefield Property Owners Association, inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Rebecca Barfield, Paralegal II

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the use of the City rights-of-way for telecommunication purposes and for the Provider to use and install its fiber optic cable and related facilities for the purpose of creating certain telecommunications capabilities

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Rights of Way Use Agreement - Uniti Fiber GulfCo FA (Uniti executed 01 JUL 24)
2. Exhibit A GulfOCO FA
3. City of Mobile COI 2024-2025
4. Resolution for Rights of Way Use Agreement with Uniti Fiber GulfCo LLC

REVIEWERS:

Rebecca Barfield
James Barber

RIGHTS-OF-WAY USE AGREEMENT FOR
UNITI FIBER GULFCO, LLC

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between Uniti Fiber GulfCo LLC, a Delaware limited liability company (the “Provider”), and the CITY OF MOBILE, ALABAMA (the “City”), (the Provider and the City being collectively referred to herein as the “Parties”).

WHEREAS, the Provider has requested the City to authorize the use of the City rights-of-way for telecommunication purposes and for the Provider to use and install its fiber optic cable and related facilities for the purpose of creating certain telecommunications capabilities; and,

WHEREAS, Alabama statutes and the Charter of the City of Mobile authorize the City to grant the use and occupancy of rights-of-way for placement of a system, and to adopt rules and regulations regarding such use and occupancy; and,

WHEREAS, the City has adopted a Rights-of-Way Construction and Administration Ordinance that regulates the excavation, construction and use of the rights-of-way by all persons in the City; and,

WHEREAS, the City is authorized to and should establish standards for occupancy of the rights-of-way by telecommunications facilities that are consistent with and recognize the Alabama Public Service Commission’s duties and jurisdiction; and,

WHEREAS, the City’s standards should:

- (a) Adequately reimburse the City for occupancy of the rights-of-way by facilities;
- (b) Fully protect the public and the City from any harm caused by private commercial use of rights-of-way;
- (c) Protect the regulatory authority of the City in a manner consistent with federal and state law; and
- (d) Otherwise protect the public interests in and promote the development and use of an advanced Telecommunications infrastructure; and

WHEREAS, the City agrees to grant the Provider the non-exclusive right to use the City rights-of-way described in Exhibit “A”, as the same may be amended from time to time due to the expansion and extension of the Provider’s network: and

WHEREAS, the Provider has agreed to accept the use of the rights-of-way in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE 1. FINDINGS, AUTHORITY AND DEFINITIONS

1.1 Declaration of Findings

The City makes the following findings:

A. The Rights-of-Way within Mobile:

- (a) Are a unique and physically limited resource;
- (b) Are critical to the travel and transport of persons and property in the City;
- (c) Are intended for public uses and must be managed and controlled consistent with that intent; and
- (d) Can be partially occupied by the facilities of utilities and other public service entities, to the enhancement of the health, welfare, and general economic well being of the City and its citizens.

1.2 Adopted Pursuant to Police Powers

The City adopts this Use Agreement pursuant to its general police powers and applicable law. Any rights granted to Provider pursuant to this Agreement are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Provider shall comply with all applicable laws enacted by the City pursuant to its police powers, to the extent not inconsistent with Alabama or federal law.

1.3 Defined Terms

For purposes of this Agreement, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words “shall” and “will” are mandatory, and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Application” means an Application for a Use Agreement in the form determined by the City.
- B. “Facilities” means any portion of a system located in, along, over, upon, under, or through Rights-of-Way.
- C. “Gross Receipts” is the sum of any and all fees, charges or revenues received by the Provider for sales, services, lease, rentals, repairs, installation or any other revenue received

from the transmission of telephonic or electronic data or messages within the franchise area from facilities owned by Provider. Gross receipts shall include advertising and any other fee charged to commercial interests or consumers, but shall not include federal or state taxes collected from subscribers or revenues collected and paid to local exchange carriers. Gross receipts shall not recognize the manner in which revenues are collected or the inability of the Provider to collect its payments or debts, except for bad debts, or any other deductions to the sum of revenues reported. Gross Receipts shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

- D. “Lessee” means any person who acquires by lease or other use agreement the exclusive right to use one or more strands of fiber, conduit or other Facilities from Provider.
- E. “Telecommunications” means the transmission, between or among points specified by the user, or information of the user’s choosing (e.g., data, video, and voice), including Wholesale Lit Capacity, without change in the form or content of the information as sent and received.
- F. “Telecommunication Service(s)” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, including Wholesale Lit Capacity.
- G. “Telecommunication System” means the cables, wire, lines, towers, wave guides, optic fiber, antennae, and any associated converters, equipment, or Facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications to or from locations within the City.
- H. “Use Fee” means the fee paid by a Provider to the City for locating and maintaining Facilities in the Rights-of-Way.
- I. “Wholesale Lit Capacity” means the provision of telecommunication services by Provider to a wholesale user.

- (1) “Wholesale User” is a person or entity who acquires Telecommunication Services from Provider that does not own, lease or otherwise have or maintain facilities in the City’s rights of way.

ARTICLE 2. AUTHORITY FOR USE OF RIGHTS-OF-WAY AND SCOPE OF AGREEMENT

- 2.1 The Provider has designed, engineered, constructed, acquired, leased, or caused to be constructed, facilities and acquired appropriate interests in real property or other rights within the City, as may be required to continue to build out it’s fiber optic network. The Provider’s maintenance obligations shall be performed in accordance with industry standards. The Provider requests a grant from the City to use the City Rights-of-Way to expand and extend it's fiber optic network. The network within the City, as it exists at the time of passage of this said Right of Way Use Agreement, is as set forth in Exhibit A which is attached hereto and made part hereof:

Exhibit A Route Diagram

- 2.2 The City hereby agrees to provide access and use of its Rights-of-Way to the Provider for the construction, installation, and maintenance of its Telecommunications Facilities within the City limits. Under this Agreement, the Provider may erect, install, construct, repair, replace, relocate, reconstruct, remove, and retain in, on, under, upon, across and along the Rights-of-Way within the City, as located and approved by the City, as forth in paragraph 2.1 of this Agreement, such lines, cable, conductors, ducts, conduits, vaults, manholes, appliances, pedestals, attachments, small cell, and other property and equipment as are necessary and appropriate to the operation of the facilities.
- 2.3 The Provider shall construct, operate and maintain its Telecommunications Facilities in accordance with all applicable federal, state and local laws, including all permit requirements, and fee payments, and all other City codes and ordinances in effect as of the date of this Agreement or hereinafter adopted. The grant of this Agreement does not in any way impact the continuing authority of the City through the proper exercise of its police powers to adopt and enforce ordinances necessary to provide for the health, safety and welfare of the public. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any

particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Provider.

- 2.4 The Provider agrees to comply with the terms and conditions of the City's Rights-of-Way Construction and Administration Ordinance, Article VIII, Chapter 57 of the Mobile City Code, which is incorporated herein by reference.
- 2.5 The Provider shall construct and maintain its Telecommunications Facilities so as not to unreasonably interfere with other uses of the Rights-of-Way. Where appropriate, the Provider shall make use of existing poles and other facilities available to the Provider. Except where emergencies make such action impractical, the Provider shall use reasonable efforts to notify all residents affected by the proposed work prior to commencement of such work. All construction and maintenance by Provider or its subcontractors shall be performed in accordance with industry standards.
- 2.6 At least thirty (30) days before the beginning of any installation, removal or relocation of its facilities, the Provider shall submit detailed plans of the proposed action to the City Engineer. The Department shall, within thirty (30) days of receipt of such plans, either approve the plans or inform the Provider of the reasons for disapproval. The Provider shall designate a responsible contact person with whom officials of the City Engineer can communicate with on all matters relating to facilities installation and maintenance.
- 2.7 Prior to any excavation within the Rights-of-Way, the Provider shall obtain a permit and perform such work in accordance with applicable provisions of the City Code, and any subsequent ordinances or regulations that may be adopted by the City regarding excavation work.
- 2.8 The Provider shall post a bond with the City in accordance with the City's Rights-of-Way Construction and Administration Ordinance in an amount determined by the City Engineer, to guarantee the timeliness and quality of any construction, repair and restoration work and to guarantee the removal of its facilities from the City's Rights-of-Way should such removal be required upon the expiration of this Agreement. In the alternative, Provider may submit a letter of guarantee, in lieu of bond, pursuant to Mobile City Code 57-235 (d).

- 2.9 Prior to the commencement of any construction or alteration of its Facilities located in the Rights-of-Way, the Provider shall furnish to the City Engineer a subsurface utility engineering study on any proposed route of construction, expansion or alteration, which shall consist of the following tasks:
- A. All available “as built” plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed construction route;
 - B. Completion of a visual survey and written record of the location and dimensions of any above ground features of any underground Facilities along the proposed construction route, including but not limited to manholes, valve boxes, utility boxes, post and visible street cut repairs;
 - C. Plot and incorporate the data obtained from completion of task “A” and “B” above, on to the Provider’s proposed system route maps, plan sheets and computer aided drafting and design (CADD) files; and
 - D. Provide all such data collected into a CADD file compatible with that used by the City Engineer and deliver a copy to the Engineer.
- 2.10 The Provider shall be responsible for all costs borne by the City that are directly associated with Provider’s installation, maintenance, repair and replacement of its Telecommunications Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the Permit Fee established pursuant to the Rights-of-Way Construction and Administration Ordinance. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Provider. Provider shall be responsible for its own costs incurred removing or relocating its Telecommunications Facilities when required by the City due to City requirements relating to maintenance and use of the Rights-of-Way for City purposes.

ARTICLE 3. TERM/TERMINATION

This Agreement shall take effect and be enforced thirty (30) days after final publication as required by *Alabama Code* Section 11-45-8(b)2)-29 (1975), and shall end on November 15, 2026, unless extended on a month-by-month basis at the request of the City. Either party may terminate this agreement by giving written notice within one hundred eighty (180) days.

ARTICLE 4. TRANSFER OF OWNERSHIP

- 4.1 Pursuant to the requirements of Section 220 of the Alabama Constitution, the Provider shall not sell, transfer, lease, assign, sublet, or dispose of in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, this Agreement or any of the rights or privileges granted by this Agreement, without the prior written consent of the City. Such consent shall not be unreasonably withheld. The City reserves the right to be reimbursed for its reasonable costs relating to the review of a transfer of ownership. Notwithstanding the foregoing, the prior consent of the City will not be required if Provider assigns or transfers this Agreement to any entity, firm or corporation which Provider controls, is controlled by, or is under common control with Provider. However, notice of any such transfer of ownership shall be provided to the City at least 30 days before the effective date of such transfer.
- 4.2 The provision of this Article shall not apply to leases or similar conveyances to persons or entities whose primary business use of the Provider's Facilities is the provision of Telecommunication Services, as defined herein, nor shall such persons or entities be required to obtain any additional authorizations for use of the City's rights of way other than the authority granted to Provider herein.
- 4.3 Providers of Telecommunications Services that lease or use dark fiber or other Facilities from the Provider shall be responsible for complying with all applicable City ordinances and regulations for use of the City's rights of way.

ARTICLE 5. COMPENSATION

- 5.1 Use Fee
 - A. Within thirty (30) days after providing service, but not later than one year from the Effective Date of this Agreement, and annually thereafter for the term of this agreement, the Provider shall owe the greater of eighteen thousand dollars (\$18,000) or three percent (3%) of Gross Receipts as defined in this Agreement. In the case of when initial service is provided prior to the beginning of the City's fiscal year, this fee shall be prorated based on a 360-day year. Gross Receipts on Telecommunications Services that originate in one municipality and terminate in another shall

be evenly apportioned among the two municipalities for purposes of calculating the Use Fee owed to each municipality by the Company, such that the aggregate Use Fee paid by the Company to the two municipalities shall not exceed three percent (3%) of the Gross Receipts on said Telecommunications Services.

- B. Payment shall be made within forty-five (45) business days after the close of each city fiscal year (October 1 to September 30).
- C. If any annual payment is not received by the City within such period, the Provider shall pay interest on any such unpaid portion thereof at the rate of ten percent (10%) per annum from the first day after the pay period of forty-five (45) business days until paid to the City, and the Provider shall reimburse the City for the actual and reasonable out-of-pocket costs the City associated with collecting any sums of money the Provider is required to remit to the City pursuant to this Permit.
- D. The Provider shall receive a credit against its Use Fee equal to the other taxes, licenses, fees, and other impositions (except ad valorem taxes, assessments for special benefits, and occupational licenses taxes) levied or imposed by the City on such Provider.
- E. The Provider and its agents and outside contractors, shall make available for examination by the City or its authorized representative or agent, during normal business hours at a location mutually agreeable to Provider and the City, the books, records and accounts and other documentation of the Provider (hereinafter collectively referred to as the "Report") that, as determined by the City, are reasonably necessary to determine the accuracy of the gross receipts on recurring service revenues upon which the Permit Fee payment is based, and Provider shall, at Provider's election, either make copies of relevant portions of the Report at City's expense, or permit the City, or its authorized representative or agent, to make and remove copies of relevant portions of the Report at City's expense, including computer printouts or other data or customer billings. The City agrees to keep any documentation and reports confidential as may be provided by Alabama statutes.

5.2 The Provider shall send all payments payable hereunder, to:

Comptroller
City of Mobile
P. O. Box 1827
Mobile, AL 36633

5.3 In Kind Services

The Provider shall provide, either directly or through one of its affiliates, the City for its own noncommercial public use, four fiber strands of dark fiber throughout the Provider's Facilities within the city limits of Mobile. The City agrees to pay Provider the commercially reasonable costs of, or provide equipment necessary for, the connection of these Facilities to the City's fiber stands, provided, however, that the Provider shall fully cooperate with the City to facilitate such connection and shall ensure that all connections between the network and governmental facilities are completed within sixty (60) days of notice for connection to the Provider by the City.

ARTICLE 6. ACCEPTANCE

This Agreement shall be accepted by the Provider within thirty (30) days of enactment by the City Council and publication of said resolution, in full, once a week for three consecutive weeks in one or more newspapers of general circulation within the City at Provider's sole cost and expense as required by Ala. Code Section 11-44C-29 (1975). Provider's acceptance shall be in writing and by delivery of all payments, insurance certificates, applications, acceptance fees, and performance of other requirements relating to commencement of construction as set forth in this Agreement.

ARTICLE 7. CONFIDENTIAL INFORMATION

To the extent allowed by Alabama law, if requested each party shall preserve the other party's information obtained in the course of the Provider's use of the Rights-of-Way hereunder as confidential, and with the same degree of care in protecting its own confidential or proprietary information, however, in no event less than reasonable care. It is understood and agreed by the Provider that the City has the right to disclose this Agreement to governmental agencies having requisite governmental or judicial authority over the terms of this Agreement, provided that the City has given the Provider prior written notice of impending disclosure and the Provider has a reasonable opportunity to

seek confidential status or protective order or other such appropriate remedy. The obligations under this Article 7 shall survive termination of this Agreement.

ARTICLE 8. INDEMNIFICATION

The Provider shall indemnify, hold harmless, and defend the City, its officers, boards, commissions, agents, and employees in accordance with the City's Rights-of-Way Construction and Administration Ordinance.

ARTICLE 9. INSURANCE

9.1 During the term of this Agreement, the Provider shall obtain and maintain at the Provider's sole expense, with financially reputable insurers which are licensed to do business in all jurisdictions where any work is performed, naming the City as additional insured, not less than the following insurance:

- A. Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employer's liability limit of not less than \$500,000 per accident.
- B. Commercial general liability, including coverage for contractual liability and products completed operations liability, with a limit of not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage liability, naming the City as an additional insured. Provider may utilize Umbrella Liability Policy to satisfy policy limits required in this section.

9.2 Certificate of Insurance.

The Provider shall, as a material condition of this Agreement, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially altered without first giving the City thirty (30) days prior written notice.

9.3 Nothing contained in this Agreement shall limit the Provider's liability to the City to the limits of insurance certified or carried.

ARTICLE 10. TAXES

The Provider shall be fully responsible for the payment of all lawfully assessed ad valorem, property, use, and other taxes owed by the Provider and attributable to Provider's use of the City's rights of way as described herein.

ARTICLE 11. NOTICE

For purposes of giving notice, as required by this Agreement, Provider's address is:

Uniti Fiber GulfCo LLC
ATTN: Kelly A. McGriff, Esq.
Vice President and Deputy General Counsel
Uniti Group Inc.
107 St. Francis Street, Suite 1800
Mobile, Alabama 36602

The City's address shall be:

Office of the City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

ARTICLE 12. MISCELLANEOUS

- 12.1 This Agreement, together with all Exhibits, shall constitute the entire Agreement and no negotiations or discussions prior to execution shall be of any effect.
- 12.2 The invalidity in whole or in part of any provision shall not affect the validity of any other provision.
- 12.3 The right and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity.
- 12.4 A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach.
- 12.5 The laws of the State of Alabama shall govern this Agreement.

{Signature page to follow}

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

CITY OF MOBILE, ALABAMA, An Alabama
Municipal Corporation

Uniti Fiber GulfCo LLC, a Delaware limited
liability Company.

By: _____
William S. Stimpson, Mayor

By: _____
Name: Kelly A. McGriff

Date: _____

Title: Vice President and Deputy General Counsel

Attested to:

Date: 7/1/24

By: _____
City Clerk

STATE OF Alabama)

COUNTY OF Baldwin)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Kelly A. McGriff, whose name as Vice President and Deputy General Counsel for Unity Group Inc. is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of Uniti Fiber GulfCo LLC, a Delaware limited liability Company, on the day the same bears date.

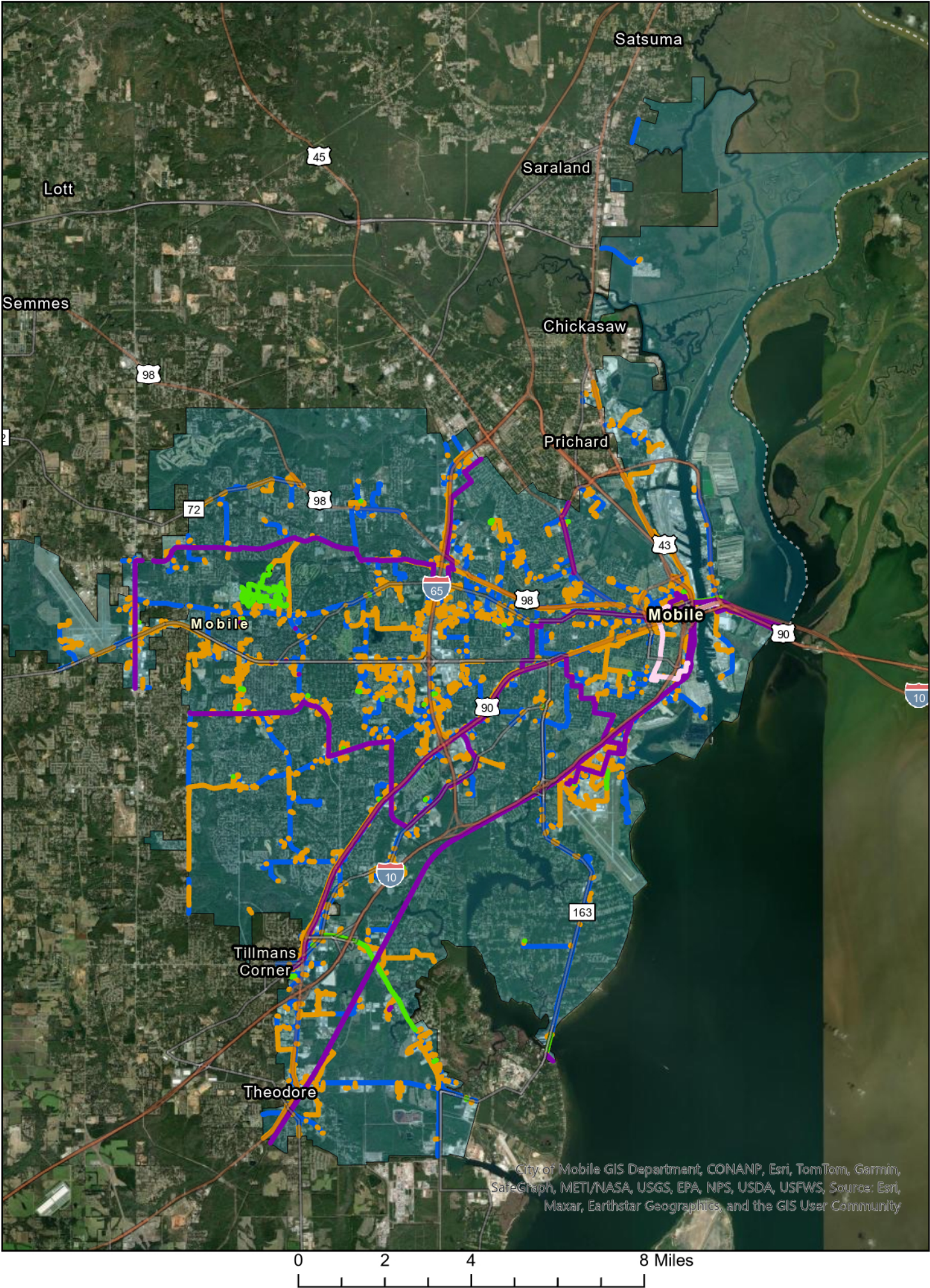
Given under my hand this the 1st day of July 2024.

(SEAL)



Notary Public
Name: Jessica Kaiser
AL Notary # N/A
My Commission Expires: 11/3/24

EXHIBIT A
Mobile, AL



Route Mileage: 935.12

Fiber

CableType

- Aerial
- Underground
- Conduit Only

- Non Uniti Duct
- Owned By Other
- Uniti Owned No Locate
- Mobile



Uniti Fiber cannot be held responsible for the misuse or misinterpretation of any information and offers no warranty guarantees or representations of any kind in connection to its accuracy or completeness. Uniti Fiber accepts no liability for any loss, damage or inconvenience caused as a result of reliance on this map. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2024

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

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

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Cheri Johnson PHONE (A/C, No, Ext): (501)377-6319 E-MAIL ADDRESS: cheri.johnson@stephens.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Phoenix Insurance Company</td><td>NAIC # 25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: Farmington Casualty Company</td><td>41483</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Phoenix Insurance Company	NAIC # 25623	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: Farmington Casualty Company	41483	INSURER E:		INSURER F:	
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INSURER D: Farmington Casualty Company	41483												
INSURER E:													
INSURER F:													
INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201													

COVERAGES**CERTIFICATE NUMBER:** 80531239**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			660-9X04274A	3/1/2024	3/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000																				
MED EXP (Any one person)	\$10000																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMP/OP AGG	\$2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810-8X940669	3/1/2024	3/1/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CUP-9X133648	3/1/2024	3/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$								
EACH OCCURRENCE	\$10,000,000																				
AGGREGATE	\$10,000,000																				
	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A			UB-9X041545	3/1/2024	3/1/2025	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$1,000,000																				

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

See Attached Addendum for Additional Coverage Details

CERTIFICATE HOLDERCity of Mobile
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

Stan Payne

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Mobile

ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

NAMED INSURED SCHEDULE:
 FIRST NAMED INSURED: UNITI GROUP INC
 Uniti Group LP LLC
 Uniti Group LP
 Uniti Group Finance Inc
 CSL Capital, LLC
 Talk America Services, LLC
 CSL National GP, LLC
 CSL National, LP - Below Entities are Holding Companies for REIT Assets
 CSL Alabama System, LLC
 CSL Arkansas System, LLC
 CSL Florida System, LLC
 CSL Georgia System, LLC
 CSL Iowa System, LLC
 CSL Kentucky System, LLC
 CSL Mississippi System, LLC
 CSL Missouri System, LLC
 CSL New Mexico, LLC
 CSL North Carolina Realty GP, LLC
 CSL North Carolina System, LP
 CSL North Carolina Realty, LP
 CSL Tennessee Realty Partner, LLC
 CSL Tennessee Realty, LLC
 CSL Ohio System, LLC
 CSL Oklahoma System, LLC
 CSL Texas System, LLC
 CSL Realty, LLC
 CSL Georgia Realty, LLC
 Uniti Holdings GP, LLC
 Uniti Holdings LP
 Uniti Fiber Holdings, Inc.
 Uniti Fiber LLC
 Uniti QRS Holdings GP LLC
 Uniti LATAM GP LLC
 Uniti QRS Holdings LP
 Uniti Leasing LLC
 Uniti Dark Fiber LLC
 Uniti Towers LLC
 PEG Bandwidth Services, LLC
 Contact Network, LLC
 PEG Bandwidth DC, LLC
 PEG Bandwidth DE, LLC
 Inline Services, LLC
 PEG Bandwidth LA, LLC
 PEG Bandwidth MA, LLC
 PEG Bandwidth MD, LLC
 PEG Bandwidth MS, LLC
 PEG Bandwidth NJ, LLC
 PEG Bandwidth PA, LLC
 PEG Bandwidth TX, LLC
 PEG Bandwidth VA, LLC
 PEG Bandwidth NY Telephone Corp

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
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Hunt Telecommunications, LLC
Hunt Brothers of LA, LLC
Integrated Data Systems, LLC
Nexus Systems, Inc.
Nexus Wireless, LLC
Southern Light, LLC
Uniti Wireless Holdings LLC
Uniti LATAM LP
Uniti Leasing X LLC
Uniti Leasing XI LLC
Uniti Leasing XII LLC
Information Transport Solutions, Inc.
Uniti Group Holdco Inc
ANS Connect, LLC
Uniti National, LLC
Uniti Towers NMS, LLC
BB Fiber Holdings, LLC
Uniti Group Finance 2019 Inc.
Uniti Fiber 2020, LLC
Uniti Fiber GulfCo LLC
Uniti Fiber ABS Parent, LLC
Uniti Fiber Bridge HoldCo, LLC
Uniti Fiber Bridge Borrower, LLC



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Mobile

ADDRESS: P.O. Box 1827 Mobile AL 36633-1827

NOTE - COPIES OF THE FORMS REFERENCED BELOW ARE AVAILABLE UPON REQUEST:

The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage

The "Other Insurance - Primary/Excess provision" with respect to additional insured's The General Liability policy includes blanket automatic waiver of subrogation provision where required by written agreement

The General Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if required by contract

The Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage

The "Other Insurance - Primary/Excess provision" with respect to additional insured's The Auto Liability includes a blanket automatic waiver of subrogation provision where required by written agreement

The Auto Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract

The Workers Compensation includes a blanket automatic waiver of subrogation provision where required by written agreement

The Work Comp policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract

Longshore and Harbor Workers' Compensation Act endorsement (WC 00 01 06 A) is attached to the policy This endorsement amends the basic policy definition of workers compensation law to include the LHWCA

The Umbrella Liability follows over underlying General Liability, Auto Liability and Work Comp policies. The Umbrella policy includes additional insured as in underlying.

The Umbrella policy includes blanket waiver of subrogation where required by written contract

General Liability & Umbrella Liability policies both include separation of insured provisions.

The General Liability & Excess policies "do not" include cross suits exclusion endorsements.

The General Liability policy includes Contractual Liability Railroad

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Rights-of-Way Use Agreement between the City of Mobile and Uniti Fiber GulfCo LLC. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

\\Citylawsrv\cycom\WPDocs\D026\P005\00128357.doc



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to create, fund and operate a Hospital based Violence Intervention Program (HVIP) in the City of Mobile in an effort to reduce re-injury from gun violence by addressing social needs and removing other contributing factors.

Amount of Contract:

\$360,000 (\$240,000 of which shall be City funding and \$120,000 of which shall be grant funding)

Funding Source

10041500-42200

ATTACHMENTS:

1. Resolution - USA Agreement for HVIP Project
2. final draft HVIP (003)

REVIEWERS:

Rebecca Barfield

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the “HVIP Agreement” between the City of Mobile and the University of South Alabama, to work together to create, fund in the amount of \$360,000.00 (\$240,000 of which shall be City funding, and \$120,000 of which shall be grant funding received from the Mobile County Health Department), and operate a Hospital based Violence Intervention Program (“HVIP), as attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. The CITY COUNCIL finds that the HVIP Project provides counseling, monitoring, outreach and education to victims of gun violence during hospital treatment and as such funding thereof serves a public purpose. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

HVIP AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into between the City of Mobile, an Alabama municipal corporation (the “City”), and the University of South Alabama (“USA”), a public body corporate. The City and USA are each a “Party” to this Agreement and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties desire to work together to create, fund and operate a Hospital based Violence Intervention Program (“HVIP”) in the City of Mobile in an effort to reduce re-injury from gun violence by addressing social needs and removing other contributing factors; and

WHEREAS, USA is uniquely suited to serve as a physical platform for the HVIP, providing counseling, monitoring, evaluation, outreach and education to victims of gun violence during hospital treatment and after discharge; and

WHEREAS, it is contemplated the HVIP will operate as described in the *City of Mobile & USA Health Hospital based Violence Intervention Program (HVIP) Summary* which is attached hereto and hereafter referred to as Exhibit A; and

WHEREAS, the City and USA have determined that implementation and funding of the HVIP will provide a valuable public safety benefit by reducing gun violence, will advance the health and safety of the citizen and public, will promote the order, prosperity, and welfare of the citizens, and will directly benefit the City and its residents and as such is in the best interest of the City and serves a valid and sufficient public purpose; and

WHEREAS, in consideration of the benefits to be received by the City and the general public, the City has committed to make certain funding available for the HVIP in the manner and in the amounts described herein; and

WHEREAS, the City has entered into a separate agreement to accept funds from the Mobile County Board of Health which have been earmarked for the HVIP, and City desires to add additional City general finances to this funding and together provide support to USA for the HVIP; and

WHEREAS, the Parties are desirous of setting forth the respective commitments of the Parties in a valid, binding, and enforceable agreement, as more fully described herein;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. USA agrees to create, operate and manage the HVIP as it is described in Exhibit A, and in accordance with the budget attached hereto as Exhibit B, for a term of two (2) years beginning on

August 1, 2024 (the “Effective Date”), and ending on July 31, 2026.

2. The City will appropriate for the use of USA the sum of \$360,000.00 (the “Funds”) to be used exclusively for the HVIP.
3. USA agrees to utilize the Funds solely for the HVIP, that is, the creation, management and operation of the HVIP as specifically set out in the description and scope in Exhibit A and in accordance with the budget attached hereto as Exhibit B.
4. The funds payable herein will be disbursed upon full execution of this Agreement, and receipt by City of a written invoice from USA in the full amount, to the following address: City of Mobile, Accounting Department, PO Box 1827, Mobile, AL 36633-1827. All funds shall be used for the operation of the HVIP. Payment will be made to: Office of Grants and Contracts Accounting, Administration Building, Room 362, University of South Alabama, Mobile, AL 36688. Email: ogca@southalabama.edu
5. USA agrees to refund to City any portion of the funds which are unused or used for any other purpose.
6. USA agrees to provide to City a report which shall summarize the accomplishments and activities of USA relating to the operation of the HVIP on a quarterly basis. All records related to the operation of the HVIP shall be maintained and made available to City upon request for the purpose of monitoring activity and expenditures for audit purposes.
7. USA shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, including City of Mobile anti-discrimination Ordinance No. 14-034, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.
8. USA agrees and acknowledges that these funds are funding of last resort and that they cannot be provided to replace or duplicate any other funds. Should a duplication be identified, USA shall attempt to recapture the funds from any beneficiary and shall repay any funds so recovered to the City.
9. USA agrees to act reasonably to evaluate the need and the resources available to meet that need by reviewing current programs available at all levels of government and any anticipated non-governmental assistance from nonprofits or faith-based groups or resources likely to be received such as insurance proceeds.
10. Notwithstanding any of the provisions of this Agreement, it is agreed that CITY has no financial interest in the business of USA, and shall not be liable for any debts or obligations incurred by USA, nor shall CITY be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of USA. USA shall not be deemed to be the agent of CITY. CITY does not and will

not assume any responsibility for the means by which or manner in which USA operates the HVIP, but on the contrary, USA shall be wholly responsible therefor.

11. This Agreement is not assignable.
12. By signing this contract, the Parties represent and agree they are 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.
13. To the extent required by law the Parties shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof.
14. 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.
15. Neither Party shall be responsible for a delay or failure to perform due to causes or events not within its control, including, without limitation, an act of God or government, civil disturbances, fire or other catastrophe, electrical or computer failure, telecommunication failure, disruption of public transportation, storm or other severe weather conditions, intervening illegality, or delay or failure of the other party to act.
16. This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

City of Mobile

By: _____
William S. Stimpson, Mayor

ATTEST:

Lisa C. Lambert, City Clerk

University of South Alabama

By: _____
Its: V.P., Research and Economic Development

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lynne U. Chronister, whose name as V.P. for Research and Economic Development of the University of South Alabama, 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 company on the day the same bears date.

Subscribed and sworn to before me on this the ____ day of _____, 2024.

Notary Public
My Commission Expires: _____

(SEAL)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Shayla Beaco, Exec Dir - Build Mobile

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Stephen McNair and Barja Wilson appointments July 2024

REVIEWERS:

Lisa Watkins

Shayla Beaco

Marion McElroy

Lisa Watkins

2024

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, William S. Stimpson, Mayor, pursuant to Mobile City Code Section 44- 75(c), has nominated the below named individuals to serve on the Architectural Review Board;

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Architectural Review Board, as follows:

Stephen McNair effective immediately for a 3-year term;
Barja Wilson effective immediately for a 1-year term.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 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 Power DMS Inc for annual subscription renewal for Power Policy Professional policy management software for MPD.

Amount of Contract:

\$15,068.48

Funding Source

General Fund

ATTACHMENTS:

1. 20240627 Power Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 9 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Power DMS Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Power DMS Inc for annual subscription renewal for Power
Policy Professional policy management software for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,068.48

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; bid exempts as software.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9966</u>	2024	(1530) POLICE ADMIN SERVICES	ANNUAL RENEWAL OF POWER-POLICY- PROFESSIONAL POLICY MANAGEMENT SOFTWARE FOR MPD (PRICE BELOW BID REQUIREMENT, EXEMPT AS SOFTWARE)	\$15,068.48	<u>(286661) POWER DMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009966-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 POWER DMS INC
 200 E ROBINSON STREET
 SUITE 425

ORLANDO, FL 32801

Tel#800-749-5104
 Fax 407-210-0113

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	286661				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL ORDER #Q-256776

OK PER SCOTT KEARNEY

001 POWERDMS - RENEWAL POWERPOLICY PROFESSIONAL SUBSCRIPTION START DATE - 8/3/2024 END DATE - 8/2/2025 LICENSE QTY - 699 LEGACY TRAINING INCLUDED START DATE: 8/3/2024 END DATE: 8/2/2025 QTY LICENSE - 699 Vendor Item	1.00 EACH	15068.48000	15068.48
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1 1000.30.15.1530.1530.1530.0000.0000.42110.	15068.48
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	15068.48
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009966-00 FY 2024 Acct No: 1000.30.15.1530.1530.1530.0000.0000.42110. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 2

Vendor
 POWER DMS INC
 200 E ROBINSON STREET
 SUITE 425

ORLANDO, FL 32801

Tel#800-749-5104
 Fax 407-210-0113

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/24	286661				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.42110.		
POLICE ADMIN SERVICES EXP DUES & SUBSCRIPTION	15068.48	4330297.63

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

Activity	Date	Clerk	Comment
Approved	06/26/24	DONALD ROSE	Approved by: 9105fo1a
Approved	06/26/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/26/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	06/26/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	06/26/24	JOHN PAINE	Auto approved by: 910516727
Approved	06/26/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 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 Nixon Power Services LLC for cover for emergency generator at MPD 1st Precinct.

Amount of Contract:

\$27,747.00

Funding Source

Capital equipment

ATTACHMENTS:

1. 20240702 Nixon Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 9 July 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Nixon Power Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nixon Power Services LLC for cover for emergency generator at MPD 1st Precinct.
Capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$27,747.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement; competitive price quotes.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): 2 quotes

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10905</u>	2024	(3032) ARCHITECTURAL ENGINEERING	COVER FOR EMERGENCY GENERATOR AT MPD 1 ST PRECINCT (PRICE BELOW BID REQUIREMENT)	\$27,747.00	<u>(297820) NIXON POWER SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010905-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	297820	06/24/24			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	TO PROVIDE & INSTALL A FACTORY KOHLER SOUND STEEL STANDARD WEATHER & SOUND ENCLOSURE FOR GENERATOR MODEL #KG150 COLOR: FACTORY KOHLER CREAM BEIGE Additional Description Notes ----- PER YOUR QUOTE DATED 06.18.24 DELIVER TO MPD 1ST PRECINCT @ 2601 DIP ENCLOSURE IS FOR GENERATOR PURCHASED ON PO#22010599 THAT EXCLUDED COVER FOR QUESTIONS OR CONCERNS CONTACT D. CORDINGLY @ 251.208.7637	1.00 JOB	27747.00000	27747.00
1	2000.80.00.0000.0000.0000.0000.47010. E C0629 .CAPEQUIPMT.			27747.00

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010905-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	297820	06/24/24			ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
MOBILE, AL 36644			

Requisition Link

Requisition Total 27747.00

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

Account	Amount	Remaining Budget
E C0629 .CAPEQUIPMT.	27747.00	118347.30

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	27747.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	06/28/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	06/28/24	CASSIE BOATWRIGHT	
Approved	06/28/24	BRENDA RHODES	
Approved	06/28/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/28/24	RELYA MALLORY	Auto approved by: 910511034
Approved	06/28/24	DONALD ROSE	Auto approved by: 9105paij
Approved	06/28/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/28/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/28/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/28/24	JOHN PAINE	
Approved	06/28/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010905-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 3
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Vendor
 NIXON POWER SERVICES LLC
 155 FRANKLIN RD SUITE #255

BRENTWOOD, TN 37027

Tel#6153095823 x 2226

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Delivery Reference
 BRENDA PRKER

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/24/24	297820	06/24/24			ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Yester Oaks - Claridge Gate and Closure Resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

SPONSORED BY: COUNCILMEMBER JOEL DAVES

BE IT RESOLVED by the City Council of the City of Mobile that the portion of the public road on Yester Oaks Drive just south of its intersection with Claridge Road South is hereby closed to private traffic, and the Council further approves of and consents to the placement of a barrier, gate, or similar device by or at the direction of the City in an appropriate location on City property to be determined so as to effect the closure. Any such barrier is to be opened for use only by City employees and/or authorized emergency responders and services.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Helios Alliance PSA

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Agreement between the City of Mobile and The Helios Alliance, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION - golf path easement
2. Legal descript
3. Legal descript
4. Easement - City of Mobile to Mobile County - golf path

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

SPONSORED BY: COUNCILMEMBER REYNOLDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement, to MOBILE COUNTY, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, and other good and valuable consideration the adequacy of which is acknowledged by the City Council, to provide for a public golf path at Mobile County's golf course located on St. Andrew's Lane East.

ADOPTED:

City Clerk

July 8, 2024

VIA: HAND DELIVERY

Ricardo A. Woods, Esq.
Burr & Forman
11 N. Water Street, Suite 22200
Mobile, AL 36602

Jay M. Ross
Direct: 251.650.0873
jay.ross@arlaw.com

**RE: EASEMENT BY MOBILE COUNTY FOR
GOLF CART PATH**

Dear Ricardo:

In follow-up to our recent telephone conference, please find enclosed a copy of the plat which shows the easement needed by Mobile County from the City of Mobile for the golf path at the County's Golf Course on St. Andrews Lane East.

Please do not hesitate to call me if you have any questions.

Sincerely yours,

JAY M. ROSS
Attorney for Mobile County

JMR/src
Enclosures

RIGHT OF WAY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 148, RIVIERE DU CHIEN COUNTRY CLUB ESTATES AS RECORDED IN MAP BOOK 21, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 68°25'43" EAST, 52.34 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.52 FEET, AN ARC DISTANCE OF 65.89 FEET (THE CHORD BEARS NORTH 27°50'53" EAST, AND MEASURES 60.52 FEET); THENCE RUN NORTH 12°43'56" WEST, 461.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.69 FEET, AN ARC DISTANCE OF 99.18 FEET (THE CHORD BEARS NORTH 3°43'56" WEST, AND MEASURES 98.77 FEET); THENCE RUN NORTH 5°16'04" EAST, 216.04 FEET; THENCE RUN SOUTH 80°42'06" EAST, 249.27 FEET; THENCE RUN SOUTH 1°28'22" WEST, 50.47 FEET; THENCE RUN NORTH 80°42'06" WEST, 202.50 FEET; THENCE RUN SOUTH 5°16'04" WEST, 162.39 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.69 FEET, AN ARC DISTANCE OF 83.47 FEET (THE CHORD BEARS SOUTH 3°43'56" EAST, AND MEASURES 83.13 FEET); THENCE RUN SOUTH 12°43'56" EAST, 407.00 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, AN ARC DISTANCE OF 106.86 FEET (THE CHORD BEARS SOUTH 41°36'43" EAST, AND MEASURES 102.39 FEET); THENCE RUN SOUTH 70°29'31" EAST, 804.10 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 85°24'48" EAST, AND MEASURES 20.41 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 241.19 FEET (THE CHORD BEARS SOUTH 19°30'29" WEST, AND MEASURES 66.67 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 46°23'49" WEST, AND MEASURES 20.41 FEET); THENCE RUN NORTH 70°29'31" WEST, 763.12 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 104.46 FEET, AN ARC DISTANCE OF 74.90 FEET (THE CHORD BEARS SOUTH 88°58'06" WEST, AND MEASURES 73.30 FEET); THENCE RUN SOUTH 68°25'42" WEST, 283.22 FEET; THENCE RUN NORTH 21°34'17" WEST, 50.00 FEET; THENCE RUN NORTH 68°25'43" EAST, 162.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.69 ACRES MORE OR LESS.

July 8, 2024

VIA: HAND DELIVERY

Ricardo A. Woods, Esq.
Burr & Forman
11 N. Water Street, Suite 22200
Mobile, AL 36602

Jay M. Ross
Direct: 251.650.0873
jay.ross@arlaw.com

**RE: EASEMENT BY MOBILE COUNTY FOR
GOLF CART PATH**

Dear Ricardo:

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Please do not hesitate to call me if you have any questions.

Sincerely yours,

JAY M. ROSS
Attorney for Mobile County

JMR/src
Enclosures

RIGHT OF WAY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 148, RIVIERE DU CHIEN COUNTRY CLUB ESTATES AS RECORDED IN MAP BOOK 21, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 68°25'43" EAST, 52.34 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.52 FEET, AN ARC DISTANCE OF 65.89 FEET (THE CHORD BEARS NORTH 27°50'53" EAST, AND MEASURES 60.52 FEET); THENCE RUN NORTH 12°43'56" WEST, 461.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.69 FEET, AN ARC DISTANCE OF 99.18 FEET (THE CHORD BEARS NORTH 3°43'56" WEST, AND MEASURES 98.77 FEET); THENCE RUN NORTH 5°16'04" EAST, 216.04 FEET; THENCE RUN SOUTH 80°42'06" EAST, 249.27 FEET; THENCE RUN SOUTH 1°28'22" WEST, 50.47 FEET; THENCE RUN NORTH 80°42'06" WEST, 202.50 FEET; THENCE RUN SOUTH 5°16'04" WEST, 162.39 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.69 FEET, AN ARC DISTANCE OF 83.47 FEET (THE CHORD BEARS SOUTH 3°43'56" EAST, AND MEASURES 83.13 FEET); THENCE RUN SOUTH 12°43'56" EAST, 407.00 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, AN ARC DISTANCE OF 106.86 FEET (THE CHORD BEARS SOUTH 41°36'43" EAST, AND MEASURES 102.39 FEET); THENCE RUN SOUTH 70°29'31" EAST, 804.10 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 85°24'48" EAST, AND MEASURES 20.41 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 241.19 FEET (THE CHORD BEARS SOUTH 19°30'29" WEST, AND MEASURES 66.67 FEET); THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 21.03 FEET (THE CHORD BEARS NORTH 46°23'49" WEST, AND MEASURES 20.41 FEET); THENCE RUN NORTH 70°29'31" WEST, 763.12 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 104.46 FEET, AN ARC DISTANCE OF 74.90 FEET (THE CHORD BEARS SOUTH 88°58'06" WEST, AND MEASURES 73.30 FEET); THENCE RUN SOUTH 68°25'42" WEST, 283.22 FEET; THENCE RUN NORTH 21°34'17" WEST, 50.00 FEET; THENCE RUN NORTH 68°25'43" EAST, 162.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.69 ACRES MORE OR LESS.

STATE OF ALABAMA

COUNTY OF MOBILE

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF MOBILE, ALABAMA**, an Alabama municipal corporation (hereinafter referred to as GRANTOR), for and in consideration of the amount of One Dollar and No/100s (\$1.00) and other good and valuable consideration in hand paid to the GRANTOR by **MOBILE COUNTY, ALABAMA**, a County of the State of Alabama (hereinafter referred to as the GRANTEE), the receipt and sufficiency whereof is hereby acknowledged by the said GRANTOR, and for the further consideration of the general benefit which will accrue to the public and the benefit which may accrue to the GRANTOR by reason of the improvements hereinafter referred to, does hereby, subject to the terms hereinafter contained, GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, its successors and assigns, a right and exclusive permanent easement for construction, operation, inspection, and/or maintenance of a public golf path to be used in conjunction with a golf course owned and operated by Mobile County, in, on, over, under, through, across and above a certain parcel of real property, lying and being in the County of Mobile, State of Alabama, which parcel is more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 148, RIVIERE DU CHIEN COUNTRY CLUB ESTATES AS RECORDED IN MAP BOOK 21, PAGE 74 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 68°25'43" EAST, 52.34 FEET; TTHENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 46.52 FEET, AN ARC DISTANCE OF 65.89 FEET (THE CHORD BEARS NORTH 27°50'53" EAST, AND MEASURES 60.52 FEET); THENCE RUN NORTH 12°43'56" WEST, 461.05 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.69 FEET, AN ARC DISTANCE OF 99.18 FEET (THE CHORD BEARS NORTH 3°43'56" WEST, AND MEASURES 98.77 FEET); THENCE RUN NORTH 5°16'04" EAST, 216.04 FEET; THENCE RUN SOUTH 80°42'06" EAST, 249.27 FEET; THENCE

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TO HAVE AND TO HOLD the above-described property unto the said GRANTEE, its successors and assigns, forever.

And except as to all other easements, rights of way, restrictions or reservations of record together with all of those things specifically mentioned above, the said GRANTOR, for itself, its successors and assigns, does hereby covenant with the GRANTEE, its successors and assigns, that the GRANTOR is seized of an indefeasible estate in fee simple in said property, and that the GRANTOR does hereby warrant and will forever defend the above described easement and rights unto the GRANTEE, its successors and assigns, against the lawful claims of all persons.

GRANTEE does hereby obtain all the rights and privileges necessary or convenient for the full enjoyment and use of said easement(s), including the right to construct and maintain the golf

path and the right of necessary and reasonable ingress and egress by the agents, employees and equipment of GRANTEE, its successors and assigns, over and across the above described easement(s) and over and across the real property of GRANTOR to said permanent easement(s) for the purpose of exercising the rights, privileges and easements hereinabove described.

GRANTEE does hereby further obtain the right, privilege and easement to cut, trim and remove any brush, trees or other obstructions upon the hereinabove described land, together with the right of ingress and egress to and from, over and above the hereinabove described land, for the purpose of keeping the same clear of all trees, timber, brush, undergrowth or any other objectionable obstructions.

GRANTOR, its successors and assigns, shall not excavate, construct or permit to be constructed on or over the above-described easement(s) any obstruction that may interfere with the rights hereby granted.

The foregoing easement, including all documents incorporated herein by reference, if any, and any addendum to this easement between GRANTOR and GRANTEE of even date herewith, constitutes the complete and exclusive agreement between GRANTOR and GRANTEE with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the said GRANTOR has executed this instrument on this the _____ day of _____, 2024.

[EXECUTIONS AND NOTARIZATION ON FOLLOWING PAGE]

ATTEST:

City Clerk, City of Mobile

GRANTOR:

THE CITY OF MOBILE, ALABAMA

BY: _____

ITS: _____

DATE: _____

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that _____, whose name as _____ of the City of Mobile, Alabama is signed to the above and foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he/she, as officer/representative and with full authority, executed the same voluntarily for and as the act of said City of Mobile, Alabama on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

GRANTOR'S ADDRESS:

The City of Mobile, Alabama
Government Plaza
205 Government Street
Mobile, AL 36602

GRANTEE'S ADDRESS:

Mobile County, Alabama
P.O. Box 1443
Mobile, AL 36633

Property Address:

1350 Montlimar Drive
Mobile, AL 36609

INSTRUMENT PREPARED BY:

Michael M. Linder, Jr.

The Atchison Firm, P.C.
411 Azalea Road
Mobile, Alabama 36609

PREPARED WITHOUT TITLE EXAMINATION



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 9, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Subpoena Approval Resolution Form
2. Levy 2_subpoena table

REVIEWERS:

Lana Gauthier

Lana Gauthier

**RESOLUTION AUTHORIZING ISSUANCE OF SUBPOENAS
BY SPECIAL COUNSEL**

SPONSORED BY: CITY COUNCIL

WHEREAS, on May 28, 2024, the Mobile City Council passed Resolution 60-473 setting the scope and topics for an investigation into allegations made by former Mobile Police Department Chief Paul Prine and hiring a Special Counsel to conduct same; and

WHEREAS, that resolution authorized the issuance of subpoenas by the Special Counsel upon application for same to the City Council pursuant to ALA. CODE § 11-44C-87 or other applicable authority;

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

1. The subpoenas attached hereto are APPROVED by the City Council. The Special Counsel is hereby AUTHORIZED to take all reasonable and appropriate steps to issue, serve, execute, and/or enforce same, including but not limited to the use of the courts of the State of Alabama, as may be necessary, as well as the use of the courts and judicial systems of other states where witnesses or evidence may be located to the extent allowed by applicable law.

ADOPTED:

City Clerk

Subpoena Recipient	Documents & Testimony	Testimony / Return Date
Kevin Levy	1. Any and all matters, both documentary and testimonial, raised in correspondence from the Special Counsel to Counsel for Kevin Levy dated July 2, 2024.	Documents = Immediately Date of testimony = TBD

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 5800 Southland Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 13th day of **August**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at **5800 Southland 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 January 16, 2014 to allow multiple buildings on a single building site on property located at 5800 Southland Drive and described as follows:

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2, ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on April 22, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 20, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;

7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. 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. Will not impede the orderly development and improvement of surrounding property;
- C. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- D. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- E. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. 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 synopsisized 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 13th day of August, 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 17th day of July, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5800 Southland Drive. The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 16, 2014. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site. If approved, the major modification allowing multiple buildings on a single building site is subject to the following proposed conditions: 1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements; 2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and 8. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 16, 2014 to allow multiple buildings on a single building site on property located at 5800 Southland Drive and described as follows:

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2, ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on April 22, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 20, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. 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. Will not impede the orderly development and improvement of surrounding property;
- C. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

- D. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- E. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. 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

Robert Carlock, AltaPointe Health Systems, Inc.
5800 Southland Drive
Council District 6
Josh Woods



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

July 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 20, 2024 considered the request of Robert Carlock, AltaPointe Health Systems, Inc. for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site for the property located at 5800 Southland 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 site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments

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 synopsisized 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 _____ day of _____, 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 _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5800 Southland Drive. The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 16, 2014. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site. If approved, the major modification allowing multiple buildings on a single building site is subject to the following proposed conditions: 1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements; 2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 3. Compliance with all Engineering comments noted in the staff report; 4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report; 5. Compliance with all Urban Forestry comments noted in the staff report; 6. Compliance with all Fire Department comments noted in the staff report; 7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and 8. 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.

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 16, 2014 to allow multiple buildings on a single building site on property located at 5800 Southland Drive and described as follows:

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2, ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on April 22, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on June 20, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. 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. Will not impede the orderly development and improvement of surrounding property;
- C. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- D. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- E. Shall not be detrimental or endanger the public health, safety or general welfare.

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

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

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. 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

**Robert Carlock, AltaPointe Health Systems, Inc.
5800 Southland Drive
Council District 6
Josh Woods**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 24, 2024

Robert Carlock
AltaPoint Health Systems, Inc.
5800 Southland Drive
Mobile, Alabama 36693

Re: 5800 Southland Drive
MOD-002924-2024
Robert Carlock, AltaPoint Health Systems, Inc.
District 6
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site.

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

At its meeting on June 20, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request will not impede the orderly development and improvement of surrounding property;
- c. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- d. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- e. The request shall not be detrimental or endanger the public health, safety or general welfare.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;

MOD-002924-2024 5800 Southland Drive
June 24, 2024

2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in the staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in the staff report;
5. Compliance with all Urban Forestry comments noted in the staff report;
6. Compliance with all Fire Department comments noted in the staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and
8. Full compliance with all municipal codes and ordinances.

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.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning



Application Completeness Review

The Planning & Zoning staff have reviewed the below referenced submittal (Case #) and required items are not included with the application.

Please note, an incomplete application (which includes payment of required fees) cannot be processed and consequently cannot be placed on a Planning Commission or Board of Adjustment agenda.

Any shot clock associated with an application for a Class 1-4 Telecommunications Permit does not commence until a complete application is filed.

In order for an application to be complete, the items below must be submitted, and all fees paid.

Applicant Name:	Robert Carlock
Case #	MOD-2924-2024
Application Address	5800 Southland Dr
Deficiencies	Staff has completed its review of the above Major MOD application. The below items must be addressed before the application can be considered complete and placed on an agenda for review by the Planning Commission. Please address the following: 1.If you have not done so already, email the DWG AutoCAD file for the PUD site plan to our GIS staff. Marine and Graham are copied here. 2.The "ZON Description & Justification of Request" document that was required to be submitted with your application is just that, a description and/or justification for what is being requested. In this case the Major Modification of an Existing PUD. Please submit a pdf or word document briefly explaining the reason for the request. Please note that ALL of the above items must be addressed by no later than noon on May 20, 2024. If addressed by this deadline an invoice will be issued for your application fees. Only after ALL application fees have been processed will the application be considered complete and placed on the agenda for the June 20, 2024 Planning Commission Meeting. If this deadline is not met your application will be heldover until such time as it is made complete.

Reviewed By: Payton Rogers

Date: 04/24/2024

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023



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

☐ **Planned Development**

Checklist C

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

Checklist B

☒ **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:	Robert Carlock	Larry Smith
Firm:	AltaPointe Health Systems, Inc.	S.E. Civil
Phone:	251-662-7294	251-990-6566
Email:	rcarlock@altapointe.org	lsmith@secivileng.com
Address:	5800 Southland Drive	9969 Windmill Road

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	J. Tuerk Schlesinger	Larry Smith
Firm:	AltaPointe Health Systems, Inc.	S.E. Civil
Phone:	251-450-5901	251-990-6566
Email:	ceo@altapointe.org	lsmith@secivileng.com
Address:	5800 Southland Dr	9969 Windmill Road

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

5800 Southland Drive Mobile, AL 36693

16.96 AC. ±

Property Address

Property Area (acres or square feet)

R023302094000001.002

01897344

Parcel Number(s) or Key Number(s)

B-1

B-1

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

J. Tuerk Schlesinger Digitally signed by J. Tuerk Schlesinger
Date: 2024.04.16 09:55:30 -05'00'

04/16/2024

Owner Signature

Date

J. Tuerk Schlesinger Digitally signed by J. Tuerk Schlesinger
Date: 2024.04.16 09:59:22 -05'00'

04/16/2024

Applicant or Agent Signature (if applicable)

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.

J. Tuerk Schlesinger Digitally signed by J. Tuerk Schlesinger
Date: 2024.04.16 10:00:05 -05'00'

04/16/2024

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 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](#).

The proposal aligns with the Comprehensive Plan, Map for Mobile in multiple aspects. The plan calls for growth and regeneration of areas located within Mobile. AltaPointe strives for the advancement of human development simultaneously with community development by helping restore areas that require growth and more resources to better facilitate the surrounding areas and its people. The land that is available on the property is more than sufficient for expansion and still maintains the surrounding environment.

Low Density Residential

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

The proposal and plan is compatible with the character of the surrounding neighborhood in the sense of zoning and nearby community. The property is located to the far east side of the City of Mobile's zoning and is located in an area that contains many adjacent B-1 Buffer Business zones. The proposal does not propose any deficiencies to the surrounding properties and will help create a better suited location for people and their families to receive services.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

The proposal prevents impacts on the development or improvement of adjacent property by closely adhering to guidelines and policies set forth by the city and state. The expansion to AltaPointe will not encroach on nearby properties and will still be following environmental guidelines. Grading and drainage will be maintained on the site and shall not create negative impacts on the nearby community.

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

Located along the south property line. Brick veneer on CMU wall structure at an elevation of 19 ft.

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

Landscaping for the parking and building wing addition will maintain the existing campus density and style. Frontage trees will be replaced where the new bldg. addition will impact existing trees. The northern property line abutting the residential area will be planted with an evergreen buffer to screen the new parking.

- ☐ Lighting:

The lighting for the site meets development standards and regulations.

- ☐ Hours of operation:

24 hrs.

- ☐ 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. During each phase of the project, a Pre Construction Risk Assessment will be conducted with a multidisciplinary team to include the contractor, clinical representative, facilities staff, administrative staff and other stakeholders as needed. This team will assess and mitigate findings in the areas of Dust, noise, vibrations, Life Safety concerns, general safety, chemical use and SDS. The team will take the patients, employees, visitors and surrounding community into account.

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.

This project will serve the mentally ill of the community by increasing inpatient beds to better provide access to care, treatment and services.

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Revised February 2023



Corporate Letter of Authorization

I, J. Tuerk Schlesinger, give authority for the following person(s) to execute all documents and activities (including but not limited to: signing permit applications, affidavits and flood documentation, scheduling inspection and signing Temporary Certificates of Occupancy) with the City of Mobile Permitting Department, on behalf of AltaPointe Health Systems, Inc., a corporation for the property located within the city limits of Mobile, Alabama at 5800 Southland Drive.

I acknowledge that both my designee(s) and the corporation, as enumerated below, and as further illustrated in all signed permitting documents, will be fully responsible for compliance with all applicable codes and ordinances, including but not limited to the currently adopted ICC and NEC, as well as compliance with requirements of the State of Alabama Homebuilders Licensure Board and the Alabama Licensure Board for General Contractors.

Larry Smith

Designee (1)

lsmith@secivileng.com

Email

251-990-6566

Phone Number

Signature of Company Owner

Colton Chapman

Designee (2)

cchapman@secivileng.com

Email

251-990-6566

Phone Number

04/16/2024

Date

STATE OF Alabama
COUNTY OF Mobile
CITY OF Mobile

Before me this day 16 of April, 2024, appeared J. Tuerk Schlesinger, who, being duly sworn deposed and says that he/she has read, understands and agrees to comply with the aforementioned conditions, and signs the foregoing under the penalty of perjury.

Notary Public

My commission expires: 04/14/2025



Plan Submission Contact Information

Name of Project AltaPointe Health Systems

Address 5800 Southland Drive, Mobile, AL

Owner J. Tuerk Schlesinger

Address 5800 Southland Dr, Mobile, AL Zip Code 36693

Phone 251-450-5901 Fax _____ Email ceo@altapointe.org

Authorized Agent Larry Smith

Address 9969 Windmill Road, Fairhope, AL Zip Code 36532

Phone 251-990-6566 Fax _____ Email lsmith@secivileng.com

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Larry Smith

Address 9969 Windmill Road, Fairhope, AL Zip Code 36532

Phone 251-990-6566 Fax _____ Email lsmith@secivileng.com

Architect Walcott Adams Verneuille Architects

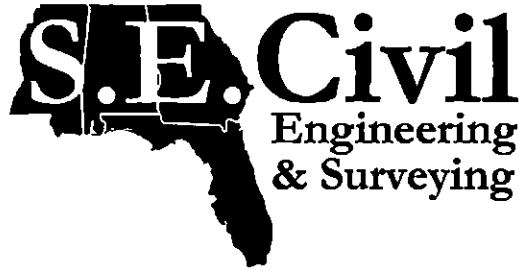
Address One South School Street, Fairhope, AL Zip Code 36532

Phone 251-928-6041 Fax 251-928-6045 Email rusty@wavarchitects.com

Submitted by: [Signature]

Signature [Signature] Print Larry Smith

Date 4/16/24 Affiliation to project/Organization Authorized Agent



April 18, 2024

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

Re: AltaPointe Health Systems, Inc. - Southland Dr
S.E. Civil Project #20231274

To Whom it May Concern:

We have submitted an application for AltaPointe Health Systems, Inc. on Southland Drive in Mobile for the upcoming May 2024 Planning Commission Public Hearing. The reason for the modification of the existing PUD is due to the expansion of existing buildings and parking currently located at this location.

The proposed use of the project is to better help serve patients that have mental problems by expansion of the facilities. A new building that ties into the existing hospital is being proposed to further the outreach of hospitable care and patients that can be accepted into care for the surrounding areas and not be turned away due to a shortage in facilities, employees, or bed space. Operations that involve the use of equipment or machinery will be accessed during each phase of the project using a pre-construction risk assessment conducted with a multidisciplinary team to include the contractor, clinical representative, facility staff, administrative staff, and other stakeholders as needed. This team will assess and mitigate findings in the areas of dust, noise, vibrations, life safety concerns, general safety, chemical use and SDS.

The team will take the patients, employees, visitors, and surrounding community into account. The facility always operates 24/7. The number of employees that are currently at this location totals 88. The additional staff that will be employed once the new unit is in place will total 17. In total there will be an anticipated staff of 105 employees at one time. The gross square footage of the site is 738,778 SF. The parking requirements for this site are that there should be 190 total parking spaces. The site plan being submitted shows a provided parking count of 227 spaces. The parking requirement for ADA is to have 15 accessible spaces. The site plan being submitted shows a provided 18 accessible parking spaces.

If you have any questions, please feel free to contact me.

Sincerely,

Larry Smith, PE
lsmith@secivileng.com

LOT 1, CHARTER SOUTHLAND HOSPITAL, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 AND 2,
ACCORDING TO THE PLAT THEROF AS RECORDED IN MAP BOOK 128, PAGE 76, IN THE OFFICE OF THE
JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

ALTAPOINTE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE AL 36693

ALTAPOINTE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE AL 36693

ALTAPOINTE HEALTH SYSTEMS INC
5750A SOUTHLAND DR
MOBILE AL 36693

ARNOLD BARRY O & WENDY
5808 BLUERIDGE DR SO
MOBILE AL 36693

ARNOLD BARRY O & WENDY
5808 BLUERIDGE DR SO
MOBILE AL 36693

ARNOLD BARRY O & WENDY
5808 BLUERIDGE DR SO
MOBILE AL 36693

BARNES PAUL R & BETTY ELAINE RUSSELL BARNES
3040 LINDHOLM DR E
MOBILE AL 36693

BARNES PAUL R & BETTY ELAINE RUSSELL BARNES
3040 LINDHOLM DR E
MOBILE AL 36693

BARNES PAUL R & BETTY ELAINE RUSSELL BARNES
3040 LINDHOLM DR E
MOBILE AL 36693

BATES CLIFTON & BONNIE B
3012 BLUE RIDGE DR W
MOBILE AL 36693

BATES CLIFTON & BONNIE B
3012 BLUE RIDGE DR W
MOBILE AL 36693

BATES CLIFTON & BONNIE B
3012 BLUE RIDGE DR W
MOBILE AL 36693

BLAIZE BERNARD ANDREW II & SARAH ELIZABETH
BLAIZE
5804 BLUE RIDGE DR S
MOBILE AL 36693

BLAIZE BERNARD ANDREW II & SARAH ELIZABETH
BLAIZE
5804 BLUE RIDGE DR S
MOBILE AL 36693

BLAIZE BERNARD ANDREW II & SARAH ELIZABETH
BLAIZE
5804 BLUE RIDGE DR S
MOBILE AL 36693

CASTRO VICTOR & LUCILLE RICHBURG CASTRO
3370 BRISTLECONE DR
MOBILE AL 36693

CASTRO VICTOR & LUCILLE RICHBURG CASTRO
3370 BRISTLECONE DR
MOBILE AL 36693

CASTRO VICTOR & LUCILLE RICHBURG CASTRO
3370 BRISTLECONE DR
MOBILE AL 36693

CROWE LISA MICHELLE SOLE TRUSTEE OR HER
SUCCESSORS IN TRUST UNDER THE LISA
5825 BLUE RIDGE DR S
MOBILE AL 36693

CROWE LISA MICHELLE SOLE TRUSTEE OR HER
SUCCESSORS IN TRUST UNDER THE LISA
5825 BLUE RIDGE DR S
MOBILE AL 36693

CROWE LISA MICHELLE SOLE TRUSTEE OR HER
SUCCESSORS IN TRUST UNDER THE LISA
5825 BLUE RIDGE DR S
MOBILE AL 36693

DALLAS JOYCE ANN
5813 BLUE RIDGE DR S
MOBILE AL 36693

DALLAS JOYCE ANN
5813 BLUE RIDGE DR S
MOBILE AL 36693

DALLAS JOYCE ANN
5813 BLUE RIDGE DR S
MOBILE AL 36693

EQUITY TRUST COMPANY CUSTODIAN FOB JOHN F
LOUPE IRA
19644 S MUIRFIELD CIR
BATON ROUGE LA 70810

EQUITY TRUST COMPANY CUSTODIAN FOB JOHN F
LOUPE IRA
19644 S MUIRFIELD CIR
BATON ROUGE LA 70810

EQUITY TRUST COMPANY CUSTODIAN FOB JOHN F
LOUPE IRA
19644 S MUIRFIELD CIR
BATON ROUGE LA 70810

GANDY CATHY E
5809 BLUE RIDGE DR S
MOBILE AL 36693

GANDY CATHY E
5809 BLUE RIDGE DR S
MOBILE AL 36693

GANDY CATHY E
5809 BLUE RIDGE DR S
MOBILE AL 36693

HARRIS GEORGE E & SHERRY E
3008 BLUE RIDGE DR W
MOBILE AL 36693

HARRIS GEORGE E & SHERRY E
3008 BLUE RIDGE DR W
MOBILE AL 36693

HARRIS GEORGE E & SHERRY E
3008 BLUE RIDGE DR W
MOBILE AL 36693

HENNING LAWRENCE M & BELINDA B
5704 BLUE RIDGE DR S
MOBILE AL 36693

HENNING LAWRENCE M & BELINDA B
5704 BLUE RIDGE DR S
MOBILE AL 36693

HENNING LAWRENCE M & BELINDA B
5704 BLUE RIDGE DR S
MOBILE AL 36693

HOWELL CHRISTOPHER LEE & KATELIN SHEA
HOWELL
5817 BLUE RIDGE DR S
MOBILE AL 36693

HOWELL CHRISTOPHER LEE & KATELIN SHEA
HOWELL
5817 BLUE RIDGE DR S
MOBILE AL 36693

HOWELL CHRISTOPHER LEE & KATELIN SHEA
HOWELL
5817 BLUE RIDGE DR S
MOBILE AL 36693

KELLY JONATHAN EDWARD & CRYSTAL NICOLE
KELLY
5805 BLUE RIDGE DR S
MOBILE AL 36693

KELLY JONATHAN EDWARD & CRYSTAL NICOLE
KELLY
5805 BLUE RIDGE DR S
MOBILE AL 36693

KELLY JONATHAN EDWARD & CRYSTAL NICOLE
KELLY
5805 BLUE RIDGE DR S
MOBILE AL 36693

KING BRENDA OWENS
5812 BLUE RIDGE DR S
MOBILE AL 36693

KING BRENDA OWENS
5812 BLUE RIDGE DR S
MOBILE AL 36693

KING BRENDA OWENS
5812 BLUE RIDGE DR S
MOBILE AL 36693

LEE REBECCA ROBISON C/O SINGLETON-BELL
KEEGAN MICHAEL &
5901 LINDHOLM DR S
MOBILE AL 36693

LEE REBECCA ROBISON C/O SINGLETON-BELL
KEEGAN MICHAEL &
5901 LINDHOLM DR S
MOBILE AL 36693

LEE REBECCA ROBISON C/O SINGLETON-BELL
KEEGAN MICHAEL &
5901 LINDHOLM DR S
MOBILE AL 36693

LEWIS LEE FIELDER & AMANDA M LEWIS
3004 BLUE RIDGE DR W
MOBILE AL 36693

LEWIS LEE FIELDER & AMANDA M LEWIS
3004 BLUE RIDGE DR W
MOBILE AL 36693

LEWIS LEE FIELDER & AMANDA M LEWIS
3004 BLUE RIDGE DR W
MOBILE AL 36693

MCGEHEE TODD & LAURA MCGEHEE
5821 BLUE RIDGE DR
MOBILE AL 36693

MCGEHEE TODD & LAURA MCGEHEE
5821 BLUE RIDGE DR
MOBILE AL 36693

MCGEHEE TODD & LAURA MCGEHEE
5821 BLUE RIDGE DR
MOBILE AL 36693

MILLS STEPHANIE TAYLOR & SHANNON TAYLOR
RILEY
5709 BLUE RIDGE DR S
MOBILE AL 36693

MILLS STEPHANIE TAYLOR & SHANNON TAYLOR
RILEY
5709 BLUE RIDGE DR S
MOBILE AL 36693

MILLS STEPHANIE TAYLOR & SHANNON TAYLOR
RILEY
5709 BLUE RIDGE DR S
MOBILE AL 36693

MOBILE MENTAL HEALTH CENTER
2400 GORDON SMITH RD
MOBILE AL 36617

MOBILE MENTAL HEALTH CENTER
2400 GORDON SMITH RD
MOBILE AL 36617

MOBILE MENTAL HEALTH CENTER
2400 GORDON SMITH RD
MOBILE AL 36617

MUNOZ DYANN M
5713 BLUE RIDGE DR S
MOBILE AL 36693

MUNOZ DYANN M
5713 BLUE RIDGE DR S
MOBILE AL 36693

MUNOZ DYANN M
5713 BLUE RIDGE DR S
MOBILE AL 36693

NEGUS DON C & PHYLLIS B
3007 BLUE RIDGE DR W
MOBILE AL 36693

NEGUS DON C & PHYLLIS B
3007 BLUE RIDGE DR W
MOBILE AL 36693

NEGUS DON C & PHYLLIS B
3007 BLUE RIDGE DR W
MOBILE AL 36693

NGUYEN KIM PHUONG
5800 BLUE RIDGE DR S
MOBILE AL 36693

NGUYEN KIM PHUONG
5800 BLUE RIDGE DR S
MOBILE AL 36693

NGUYEN KIM PHUONG
5800 BLUE RIDGE DR S
MOBILE AL 36693

NPP-MOBILE LLC
PO BOX 891
SAFETY HARBOR FL 34695

NPP-MOBILE LLC
PO BOX 891
SAFETY HARBOR FL 34695

NPP-MOBILE LLC
PO BOX 891
SAFETY HARBOR FL 34695

NPP-MOBILE LLC C/O CORELOGIC COMM TAX
SERV
PO BOX 9222
COPPELL TX 75019

NPP-MOBILE LLC C/O CORELOGIC COMM TAX
SERV
PO BOX 9222
COPPELL TX 75019

NPP-MOBILE LLC C/O CORELOGIC COMM TAX
SERV
PO BOX 9222
COPPELL TX 75019

OWENS KENNETH L & LISA OWENS
5705 BLUE RIDGE DR S
MOBILE AL 36693

OWENS KENNETH L & LISA OWENS
5705 BLUE RIDGE DR S
MOBILE AL 36693

OWENS KENNETH L & LISA OWENS
5705 BLUE RIDGE DR S
MOBILE AL 36693

PINES AT THE PRESERVE THE LLC AN ALABAMA
LIMITED LIABILITY CO
19644 S MAIRFIELD CIR
BATON ROUGE LA 70810

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19644 S MAIRFIELD CIR
BATON ROUGE LA 70810

PINES AT THE PRESERVE THE LLC AN ALABAMA
LIMITED LIABILITY CO
19644 S MAIRFIELD CIR
BATON ROUGE LA 70810

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SALMON RICKY CHARLES
5801 BLUE RIDGE DR S
MOBILE AL 36693

SCENIC WEST PLACE HOMEOWNERS
ASSOCIATION INC
5916 LINHOLM DR S
MOBILE AL 36693

SCENIC WEST PLACE HOMEOWNERS
ASSOCIATION INC
5916 LINHOLM DR S
MOBILE AL 36693

SCENIC WEST PLACE HOMEOWNERS
ASSOCIATION INC
5916 LINHOLM DR S
MOBILE AL 36693

STONE MATTHEW RICHARD & MARGIE ELAINE
GATES STONE
3006 BLUE RIDGE DR W
MOBILE AL 36693

STONE MATTHEW RICHARD & MARGIE ELAINE
GATES STONE
3006 BLUE RIDGE DR W
MOBILE AL 36693

STONE MATTHEW RICHARD & MARGIE ELAINE
GATES STONE
3006 BLUE RIDGE DR W
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TAYLOR BETTY B
5709 BLUE RIDGE DR S
MOBILE AL 36693

TIGS HOLDINGS LLC C/O LONGLEAF GATES
PROPERTY OWNERS ASSOCIATION INC
3411 BRISTLECONE DR
MOBILE AL 36693

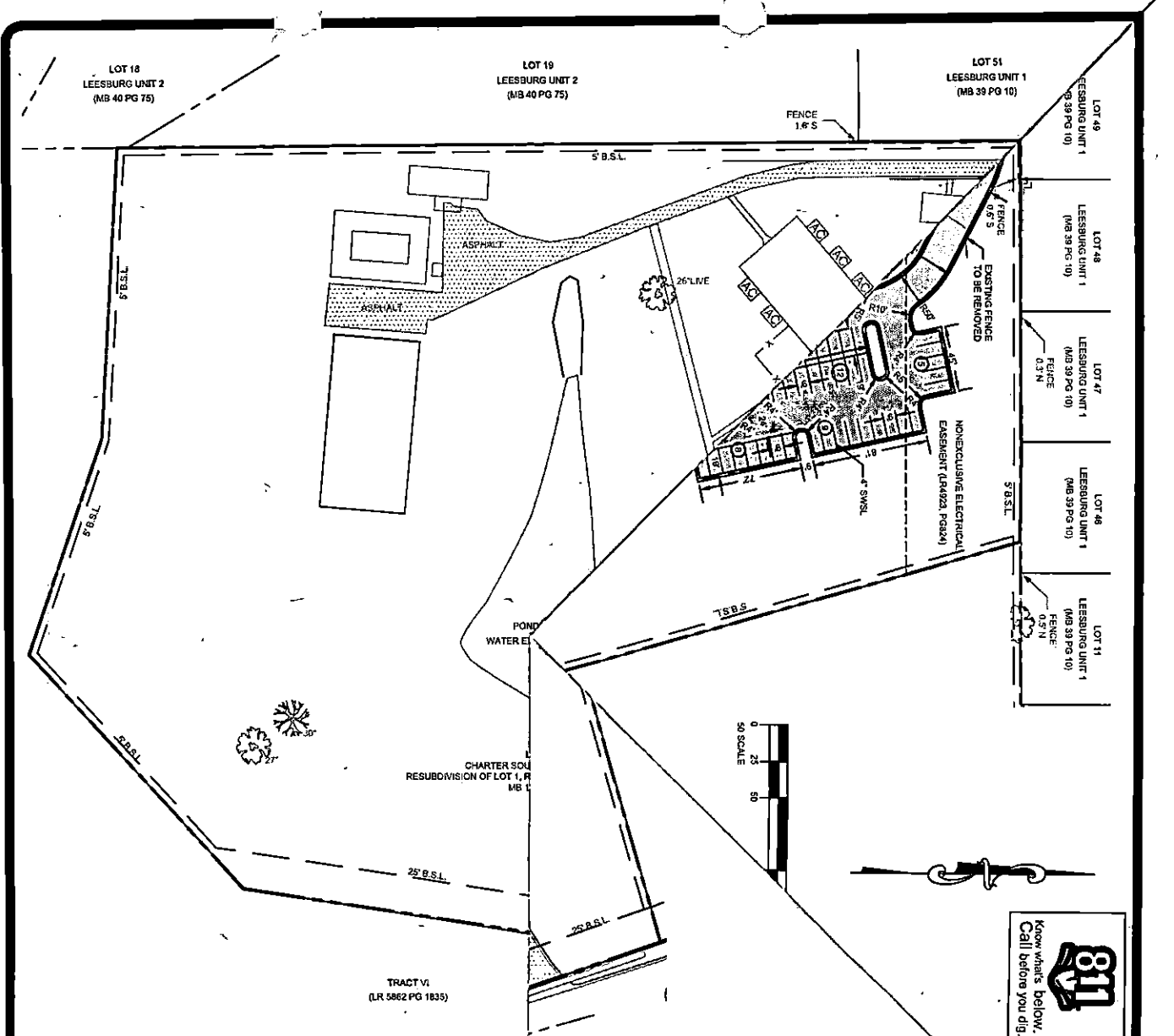
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3411 BRISTLECONE DR
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TIGS HOLDINGS LLC C/O LONGLEAF GATES
PROPERTY OWNERS ASSOCIATION INC
3411 BRISTLECONE DR
MOBILE AL 36693

WADE JILES E & KAY P
5905 LINDHOLM DR S
MOBILE AL 36693

WADE JILES E & KAY P
5905 LINDHOLM DR S
MOBILE AL 36693

WADE JILES E & KAY P
5905 LINDHOLM DR S
MOBILE AL 36693



GENERAL NOTES:

1. DUMPSTER ENCLOSURES SHALL HAVE SANITARY SEWER CONNECTIONS COMPLIANT WITH SECTION 64-4.D.9, OF THE ZONING ORDINANCE.
2. A PHOTOMETRIC PLAN IN COMPLIANCE WITH SECTION 64-6.A.8. OF THE ZONING ORDINANCE AT THE TIME OF PERMITTING.
3. 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 DEPARTMENT (206-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
4. 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, PAVING, AND ALL ABOVE GROUND STRUCTURES, 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.
5. 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 PLAN MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION AND SEDIMENT CONTROL AND STORM WATER RUNOFF CONTROL.
6. THE LAND DISTURBANCE PERMIT APPLICATION FOR THE CONSTRUCTION SHALL INCLUDE A MAINTENANCE AND INSPECTION PLAN SIGNED AND NOTARIZED BY THE OWNER(S). 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.
7. 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.
8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.
10. THE PROJECT SHALL BE IN COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.
11. DEMOLITION PLAN SHALL BE APPROVED BEFORE ANY REQUEST ARE MADE FOR THE LAND DISTURBANCE OR BUILDING PERMITS.
12. SITE TO BE DEVELOPED IN COMPLIANCE WITH THE STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57 AND 64).
13. SITE WILL BE IN COMPLIANCE WITH ALL REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE).

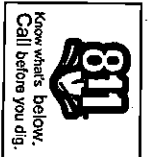
PARKING ANALYSIS

PARKING REQUIREMENTS	
EXISTING OFFICE SPACE:	13,984 SF
PROPOSED OFFICE SPACE:	16,755 SF
PARKING REQUIRED (1SP/500 SF):	62 SPACES
HOSPITAL BEDS:	128 BEDS
PARKING REQUIRED (1SP/BED):	128 SPACES
TOTAL PARKING REQUIRED:	190 SPACES
TOTAL PARKING PROVIDED:	227 SPACES
HANDI-CAP PARKING REQUIRED:	15 SPACES
HANDI-CAP PARKING PROVIDED:	18 SPACES

SITE PLAN LEGEND

EXISTING		PROPOSED
	TRAFFIC CONTROL ARROW	
	CURB & GUTTER	
	HEADER CURB	
	PARKING QUANTITY	
	ACCESSIBLE PARKING SPACE	
	CONCRETE PAVING	
	MEDIUM DUTY ASPHALT PAVING	

X" SYSL - X" WIDE SINGLE YELLOW SOLID LINE
 X" DYSL - X" WIDE DOUBLE YELLOW SOLID LINE
 X" SWSL - X" WIDE SINGLE WHITE SOLID LINE



REVISION

AltaPointe Health
 0083
 Mobile, Alabama



JOB No. 20231274 DATE 4/18/24
 DRAWN CHC SCALE 1"=50'

SHEET
PUD



Agenda Item #: 20
MOD-002924-2024

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

**[Applicant Materials for Consideration –
Planned Unit Development Modification](#)**

DETAILS

Location:

5800 Southland Drive

Subdivision Name:

Charter Southland Hospital Subdivision, Resubdivision
of Lot 1, Resubdivision of Lots 1 and 2

Applicant:

Robert Carlock, AltaPointe Health Systems, Inc.

Property Owner:

AltaPointe Health Systems, Inc.

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Submitting for permit and bidding by July 2024.
- Construction starting in September 2024.
- Construction ending around February 2026.

Proposal:

- Major Modification of a previously approved
Planned Unit Development.

Considerations:

1. Major Modification of a previously approved
Planned Unit Development with eight (8)
conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	20	DATE	June 20, 2024
APPLICANT	Robert Carlock, AltaPointe Health Systems, Inc.		
REQUEST	PUD Modification		
			 NTS

SITE HISTORY

The subject site was assigned an R-A, Residential-Agricultural zoning classification with the adoption of the 1967 Zoning Ordinance.

At some time later, it was rezoned to R-2, Two-Family Residential District, and in 1982, it was rezoned to B-1, Buffer Business District.

In 1984 the site was made a legal lot of record via Charter Southland Hospital Subdivision, a one-lot subdivision.

In 1985 Charter Southland Hospital Subdivision was resubdivided into two lots via Charter Southland Hospital, Resubdivision of Lot 1.

In 2012 the site was resubdivided back into one lot via Charter Southland Hospital, Resubdivision of Lot 1, Resubdivision of Lots 1 and 2. A Planned Unit Development (PUD) was also approved to allow multiple buildings on a single building site.

In 2014 the 2012 PUD was amended to allow multiple buildings on a single building site.

The site has never been before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Retain GENERAL NOTES #3 - #8, as shown on the PUD drawing.

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 purpose of this application is to amend the PUD approved in 2014 to allow multiple buildings on a single building site for a proposed facilities expansion.

The applicant proposes to expand the footprint of the main hospital/office building and add additional parking for the subject site. The site plan submitted illustrates the proposed building expansion along the North side of Southland Drive with three (3) proposed parking lot expansions within the site. Parking calculations provided on the site plan indicate that the parking expansion will provide an excess of 37 parking spaces.

Although office space for the facility will be increasing from 13,964 square feet to 30,719 square feet (+16,755 square feet), the total gross area increased will be less than 50% due to the fact that most building space is occupied by the hospital use, and total building under roof is given as 102,802 square feet. As such, if approved, full compliance with the development standards of Article 3 of the UDC will not be required. However, compliance with parking lot lighting requirements and the provision of a photometric plan would be required, as well as compliance with bicycle parking requirements.

Prior to recording of the site plan in Mobile County Probate Court, a revised plan reflecting compliance with the aforementioned development standards should be submitted to the Planning and Zoning Department for review; or notes should be placed on the recorded site plan stating the site will comply with all listed development requirements, with each one listed.

It should be noted that future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

A revised Modified Planned Unit Development site plan (hard copy and pdf) illustrating compliance should be submitted to and approved by Planning and Zoning prior to recording the plan in Probate Court, as required by Section 64-5-8-B.2(f).

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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, the following findings should be present:

- A. It is consistent with all applicable requirements of this Chapter;
- B. It is compatible with the character of the surrounding neighborhood;
- C. It will not impede the orderly development and improvement of surrounding property;
- D. It 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;
- E. It is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. It is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. It shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

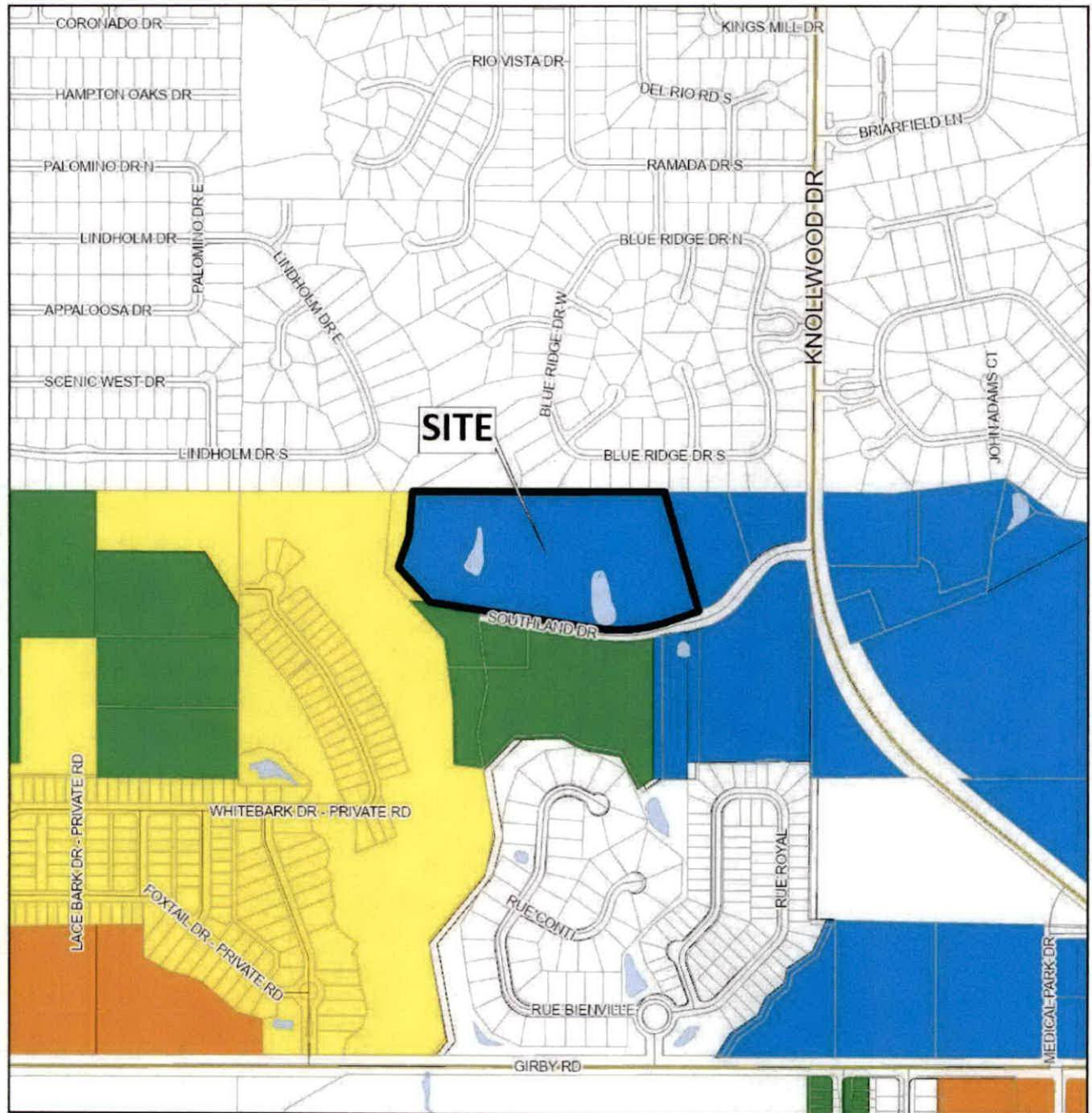
The following conditions should apply:

1. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC for parking lot lighting requirements and bicycle parking, or placement of notes on the site plan stating the site will comply with these development requirements;
2. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
3. Compliance with all Engineering comments noted in this staff report;
4. Placement of a note on the recorded site plan stating the Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. 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 provision of a copy of the recorded site plan (hard copy and pdf) to Planning; and



8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



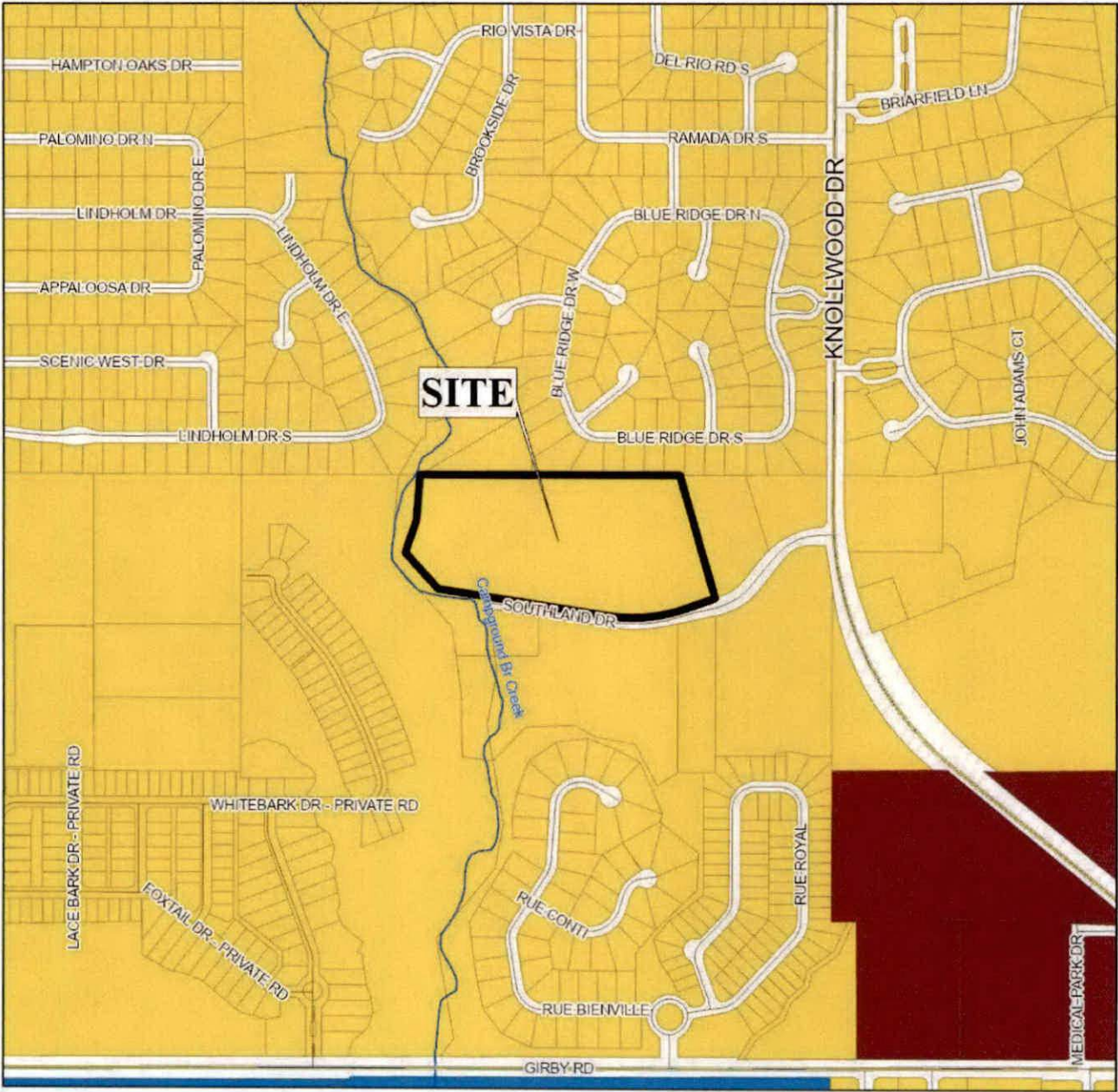
APPLICATION NUMBER 20 DATE June 20, 2024

APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

REQUEST PUD Modification



FLUM LOCATOR MAP



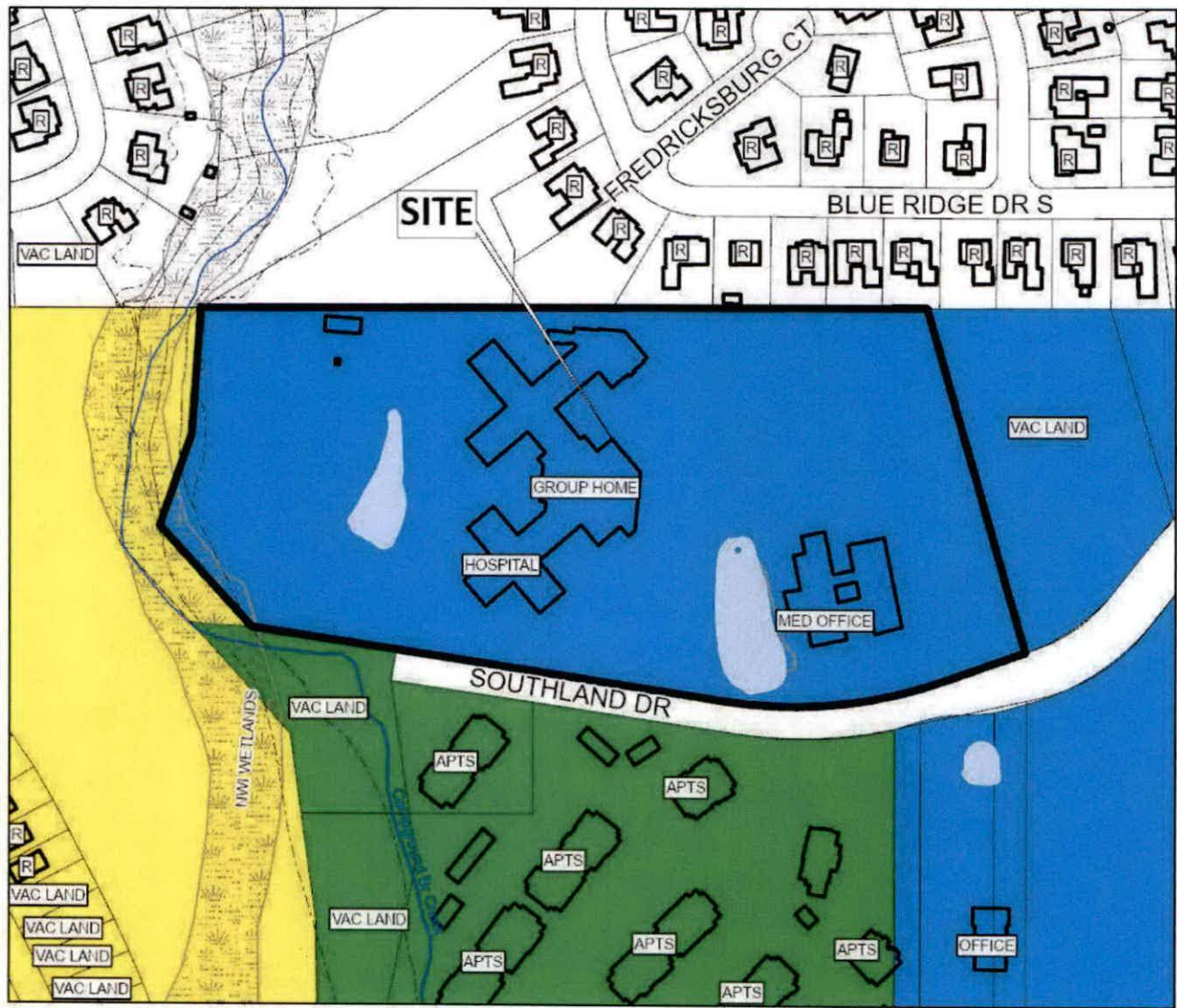
APPLICATION NUMBER 20 DATE June 20, 2024
APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.
REQUEST PUD Modification

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 20 DATE June 20, 2024

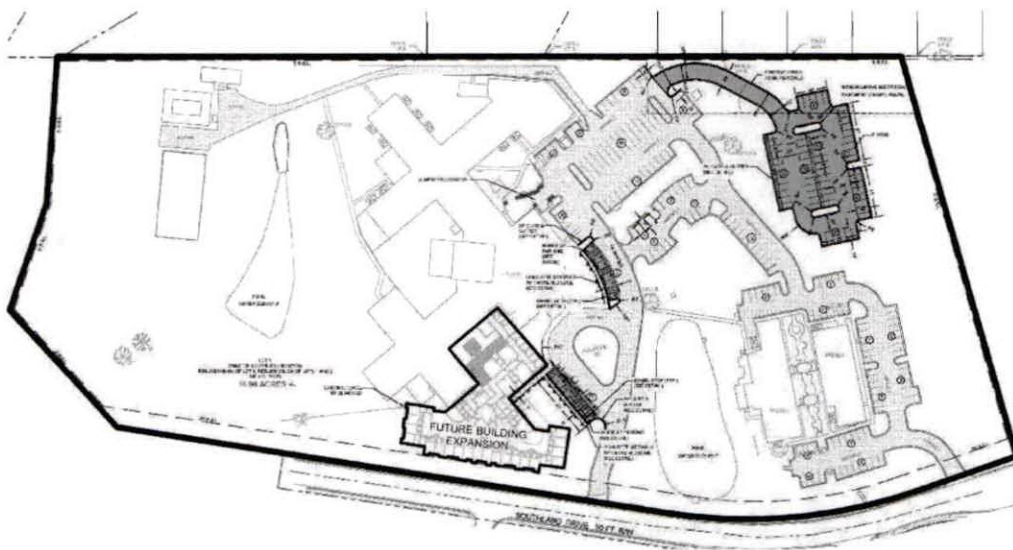
APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

REQUEST PUD Modification

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



SITE PLAN



The site plan illustrates the existing buildings, parking, fencing, and areas for proposed scope of work.

APPLICATION NUMBER 20 DATE June 20, 2024

APPLICANT Robert Carlock, AltaPointe Health Systems, Inc.

REQUEST PUD Modification



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 (WDWU)
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.

AltaPointe Health

Purchase Requisition

Supplier: City of Mobile
 Planning & Zoning
 205 Government Street
 3rd Floor, South Tower, Mobile, AL 36644

Ship To: AltaPointe Health
 5750-A Southland Drive
 Mobile, AL 36693

Cost Center 0065-0710
 Cost Center Name BayPointe
 Date of Requisition July 2, 2024

Contact Phone Number 251-622-7313
 Date Ordered 07/02/24
 Date Required 07/02/24

Item No.	Description	Qty	Unit Cost	Total Cost
	Advertising fee for MOD-002924-2024			423.32
				-
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☒ CHECK REQUESTED				
TOTAL				\$ 423.32

Special Instructions: NEEDS TO BE SENT VIA FEDEX TODAY, JULY 2, 2024 (NEXT DAY DELIVERY)

Justification for Purchase: Advertising fee for MOD-002924-2024 (BayPointe)

Person Ordering (Print Name) Sandra Pantano
 (required)
 Supervisor (Print Name) Robert Carlock
 (required)
 Purchasing Agent
 (required)
 Purchasing Manager
 (required)

Signature
 (required)
 Signature
 (required)
 Director of Finance
 (required if >\$1,500)
 CFO
 (required if >\$25,000)

Sandra Pantano

From: Robert Carlock
Sent: Tuesday, July 2, 2024 7:29 AM
To: Sandra Pantano
Subject: Check to City of Mobile

Follow Up Flag: Follow up
Flag Status: Flagged

Sandy,

Please facilitate a check to City of Mobile for \$423.32 for MOD-002924-2024. Call the planning and zoning office at 251-208-5895 to get the address for where to mail the check to. Tell them this is the advertising fee for MOD-002924-2024 5800 Southland Drive. Send overnight/next day.

Thanks,



Robert Carlock III, MS, MBA, CHE, CFI
Director of Environment of Care
rcarlock@altapointe.org
Phone: (251) 662-7294
Fax: (251) 662-7297

PLANNING AND ZONING
3 JUL 2024 AM8:47